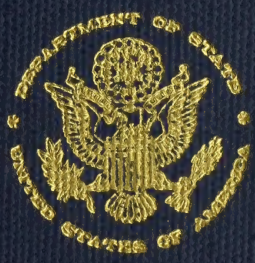
United States Treaties and Other International Agreements



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United States Treaties and Other International Agreements

VOLUME 34

IN FOUR PARTS

Part 1

1981–1982

Compiled, edited, indexed, and published by authority of law (1 U.S.C. §112a) under the direction of the Secretary of State

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The Act approved September 23, 1950, Ch. 1001, §2, 64 Stat. 979, 1 U.S.C. §112a, provides in part as follows:

". . . United States Treaties and Other International Agreements shall be legal evidence of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and agreements, therein contained, in all the courts of the United States, the several States, and the Territories and insular possessions of the United States."

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MEXICO

Weather Stations

Agreements extending the agreement of July 31, 1970, as amended and extended.
Effected by exchange of notes
Dated at Mexico and Tlatelolco July 31 and August 20, 1981;
Entered into force August 20, 1981.
And exchange of notes
Dated at Mexico and Tlatelolco October 9 and November 3, 1981;
Entered into force November 3, 1981.
And exchange of notes
Dated at Mexico and Tlatelolco February 3 and 19, 1982;
Entered into force February 19, 1982;
Effective February 1, 1982.

The American Embassy to the Mexican Department of Foreign Relations

No. 1483

The Embassy of the United States of America presents its compliments to the Secretariat of Foreign Relations and has the honor to refer to the various agreements concerning the Cooperative Meteorological Observation Program between the United States of America and the United Mexican States, the most recent of which was effected by an exchange of notes dated January 31, 1978[1] (Embassy's Note No. 198; Secretariat's Note No. 502321).

Those notes provided for a termination date of July 31, 1981, for the agreements. The United States National Oceanic and Atmospheric Administration (NOAA) believes that the subject agreements and their associated memorandum of arrangement are in need of revision. NOAA expects to have the new document prepared for consideration by the Secretariat within three months. In the interim the Embassy has the honor to propose that the agreements scheduled for termination on July 31 be extended. The new proposed termination date would be October 31, 1981.

The Embassy of the United States of America avails itself of this opportunity to renew to the Secretariat of Foreign Relations the assurances of its highest consideration.

Embassy of the United States of America

Mexico, D.F., July 31, 1981

Approved: The Ambassador

[1] TIAS 6941, 7927, 9164; 21 UST 1978; 25 UST 2450; 29 UST 5963.

The Mexican Department of Foreign Relations to the American Embassy

317277 La Secretaría de Relaciones Exteriores saluda atentamente a la Embajada de los Estados Unidos de América y tiene el honor de hacer referencia a su nota 1483, de 31 de julio último, con la que propone se prorrogue, hasta el 31 de octubre de 1981, el Programa de Cooperación en Materia de Observación Meteorológica entre los Estados Unidos Mexicanos y los Estados Unidos de América, cuya última prórroga se realizó por Canje de Notas del 31 de enero de 1978.

Sobre el particular, la Secretaría informa a la Embajada que con fecha 10 de julio último, a través de la Embajada de México en Washington, se propuso la prórroga por tres años del citado Programa así como ciertas enmiendas, en los términos de la nota cuya copia se anexa al presente; sin embargo, teniendo en cuenta lo manifestado por la Embajada en el sentido de que la Administración Nacional Oceánica y Atmosférica de su país desea hacer una revisión del mencionado Programa y el Memorándum de Entendimiento relativo y que requiere de algún tiempo para hacerla, la Secretaría está de acuerdo en que el Programa de Cooperación en Materia de Observación Meteorológica entre los Estados Unidos Mexicanos y los Estados Unidos de América se prorrogue, en su forma actual, por 3 meses, a partir del 31 de julio del presente año.

A la Embajada de los
Estados Unidos de América,
México, D. F.

En virtud de lo anterior, la Secretaría queda en espera de conocer la revisión que se proponen efectuar las autoridades competentes estadounidenses y, en su oportunidad, el Gobierno de México, a su vez, hará las propuestas de enmienda que corresponda en relación con el multicitado Programa.

La Secretaría de Relaciones Exteriores aprovecha la oportunidad para renovar a la Embajada de los Estados Unidos de América el testimonio de su más alta consideración.

Tlatelolco, D. F., 20 de agosto de 1981.

TRANSLATION

No. 317277

The Department of Foreign Relations presents its compliments to the Embassy of the United States of America and has the honor to refer to its note No. 1483 of July 31, 1981, proposing an extension until October 31, 1981, of the Cooperative Meteorological Observation Program between the United Mexican States and the United States of America. The most recent extension was effected by an exchange of notes dated January 31, 1978.

In this regard, the Department wishes to inform the Embassy that on July 10, 1981, through the Embassy of Mexico at Washington, it proposed a three-year extension of the above-mentioned program and certain amendments under the terms set forth in the attached note [1] Nevertheless, taking into consideration the Embassy's statement to the effect that the United States National Oceanic and Atmospheric Administration wishes to revise the above-mentioned program and the associated memorandum of understanding and will require some time to do so, the Department agrees that the

Embassy of the United States of America,
Mexico, D.F.

[1] Not printed.

Cooperative Meteorological Observation Program between the United Mexican States and the United States be extended in its present form for three months beginning July 31, 1981.

In view of the foregoing, the Department is waiting to learn the revision that the competent United States authorities propose to make and, at the proper time, the Government of Mexico will in turn propose amendments to the aforementioned program.

The Department of Foreign Relations avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

Tlatelolco, D.F., August 20, 1981

[Initialed]

The Mexican Department of Foreign Relations to the American Embassy

317706 La Secretaría de Relaciones Exteriores saluda atentamente a la Embajada de los Estados Unidos de América y tiene el honor de hacer referencia a su nota 317277 de 20 de agosto último, con la cual le manifestó su conformidad para que el Programa de Cooperación en Materia de Observación Meteorológica entre los Estados Unidos Mexicanos y los Estados Unidos de América se prorrogara, en su forma actual, por tres meses a partir del 31 de julio del presente año.

Teniendo en cuenta que la citada prórroga vence el próximo 31 de octubre de 1981 y que hasta la fecha no se han recibido las propuestas de modificación que las autoridades competentes de la Administración Nacional Oceánica y Atmosférica de su país desean hacer al mencionado Programa y al Memorandum de Entendimiento relativo, la Secretaría propone a la Embajada que el Programa de Cooperación en Materia de Observación Meteorológica entre los Estados Unidos Mexicanos y los Estados Unidos de América,

A la Embajada de los
Estados Unidos de América,
México, D. F.

cuya última prórroga se realizó por Canje de Notas de 31 de julio y 20 de agosto de 1981, se prorrogue en su forma actual, por tres meses más, a partir del 31 de octubre del presente año.

La Secretaría de Relaciones Exteriores aprovecha la oportunidad para renovar a la Embajada de los Estados Unidos de América el testimonio de su más alta consideración.

Tlatelolco, D.F., a 9 de octubre de 1981.

TRANSLATION

No. 317700

The Department of Foreign Relations presents its compliments to the Embassy of the United States of America and has the honor to refer to its note No. 317277 of August 20, 1981, expressing its agreement for the Cooperative Meteorological Observation Program between the United Mexican States and the United States of America to be extended in its present form for three months beginning July 31, 1981.

Taking into consideration that the above-mentioned extension expires October 31, 1981, and that to date the proposed amendments that the competent authorities of the United States National Oceanic and Atmospheric Administration wish to make to the aforementioned program and the associated memorandum of understanting have not been received, the Department proposes to the Embassy that the Cooperative Meteorological Observation Program between the United Mexican States and the United States of America, which was last extended by an exchange of notes dated July 31 and August 20, 1981, be extended in its present form three more months beginning

Embassy of the United States of America,
Mexico, D.F.

October 31, 1981.

The Department of Foreign Relations avails itself of this ooportunity to renew to the Embassy of the United States of America the assurances of its highest consideraton.

Tlatelolco, D.F., October 9, 1981

[Initialed]

The American Embassy to the Mexican Department of Foreign Relations

No. 2158

The Embassy of the United States of America presents its compliments to the Secretariat of Foreign Relations and has the honor to refer to the Secretariat's Note No. 317700, dated October 9, 1981, in which the Secretariat proposed that the United States - Mexico Agreement on Cooperative Meteorological Observations be extended for a period of three months beginning October 31, 1981.

In that regard, the Embassy has been informed that the National Oceanic and Atmospheric Administration (NOAA) agrees to the suggested extension of the agreement. NOAA expects that during the three month extension discussions will take place between the appropriate Mexican and United States agencies in order to establish the content of a new amended agreement.

The Embassy of the United States of America avails itself of this opportunity to renew to the Secretariat of Foreign Relations the assurances of its highest consideration.

The Embassy of the United States of America

México, D. F., November 3, 1981

The American Embassy to the Mexican Department of Foreign Relations

NO. 208

The Embassy of the United States of America presents its compliments to the Secretariat of Foreign Relations and has the honor to refer to the Embassy's Note Number 2158 dated November 4, 1981[1] and the Secretariat's Note Number 317969 dated Nov. 12, 1981,[2] extending the Mexican/United States Agreement on Cooperative Meteorological Observations for a period of three months beginning October 31, 1981.

In that regard, the Embassy has been informed that the National Oceanic and Atmospheric Administration (NOAA) is requesting a six month extension beginning February 1, 1982.

The purpose of the extension is to provide the National Oceanic and Atmospheric Administration additional time to present amendments to update the present agreement.

The Embassy of the United States of America avails itself of this opportunity to renew to the Secretariat of Foreign Relations the assurances of its highest consideration.

The Embassy of the United States of America
Mexico, D. F., February 3, 1982.

[1] Should read "November 3, 1981".
[2] Not printed.

The Mexican Department of Foreign Relations to the American Embassy

ESTADOS UNIDOS MEXICANOS
SECRETARIA DE RELACIONES EXTERIORES
MEXICO

315434 La Secretaría de Relaciones Exteriores saluda atentamente a la Embajada de los Estados Unidos de América y tiene el honor de acusar recibo de su nota 208 del 3 de febrero en curso, con la que propone que el Programa de Cooperación en Materia de Observación Meteorológica entre los Estados Unidos Mexicanos y los Estados Unidos de América, cuya última prórroga se realizó por Canje de Notas del 9 de octubre y 4 de noviembre de 1981, se prorrogue por seis meses más, a partir del 1° de febrero del presente año.

Al respecto, la Secretaría informa a la Embajada que por parte del Gobierno de México no existe inconveniente en que dicho Programa se prorrogue por un período de seis meses, a partir del 1° de febrero del presente año, a fin de que la Administración Nacional Oceánica y Atmosférica de su país pueda presentar las propuestas de modificación al mencionado Programa.

Asimismo, la Secretaría comunica a la Embajada que el Gobierno mexicano desea que en el Programa que se convenga se incluya lo relativo a la operación de Plataformas Automáticas, en el entendido de que su operación se ajustaría a los requisitos técnicos correspondientes.

La Secretaría de Relaciones Exteriores aprovecha la oportunidad para renovar a la Embajada de los Estados Unidos de América el testimonio de su más alta consideración.

Tlatelolco, D.F., a 19 de febrero de 1982.

A la Embajada de los Estados
Unidos de América,
México, D.F.

TRANSLATION

UNITED MEXICAN STATES
MINISTRY OF FOREIGN RELATIONS
MEXICO

No. 315434

The Department of Foreign Relations presents its compliments to the Embassy of the United States of America and has the honor to acknowledge receipt of its note No. 208 of February 3, 1982, proposing that the Cooperative Meteorological Observations Program between the United Mexican States and the United States of America, which was last extended by an exchange of notes on October 9 and November 4, 1981,[1] be extended for an additional six months, beginning on February 1, 1982.

In that regard, the Department wishes to inform the Embassy that the Government of Mexico has no objection to extending the program for six months beginning February 1, 1982, so that the United States National Oceanic and Atmospheric Administration may present proposed amendments to the aforementioned program.

The Department also informs the Embassy that the Mexican Government would like the program that is agreed upon to provide for the operation of automatic platforms, with the understanding that their operation would conform to the appropriate technical requirements.

The Department of Foreign Relations avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

Tlatelolco, D.F., February 19, 1982

[Initialed]

Embassy of the United States of America,
Mexico, D.F.

[1] Should read "October 9 and November 3, 1981".

PERU

Education: Educational Commission and Financing of Exchange Programs

Agreement amending the agreement of January 28, 1965.
Effected by exchange of notes
Signed at Lima November 23, 1981 and January 19, 1982;
Entered into force January 19, 1982.

The American Ambassador to the Peruvian Minister of Foreign Relations

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 667

LIMA, *November 23, 1981*

EXCELLENCY:

I have the honor of referring to the Agreement between the Government of Peru and the Government of the United States of America for Financing Certain Educational Exchange Programs signed at Lima on January 28, 1965[1] and following instructions of the Government of the United States of America I propose to your Excellency to amend the Agreement in the following manner:

1. In all of the Articles where reference is made to the Secretary of State this term should be amended by that of the United States Information Agency since this entity has replaced the Department of State as responsible for the educational exchange program within the United States.
2. Substitute the first and second paragraphs of Article I of the Agreement with the following text:

   There shall be established a Commission to be known as the Commission for Educational Exchange between Peru and the United States (hereinafter designated "the Commission"), which shall be recognized by the Government of Peru and the Government of the United States of America as an organization created

[1] TIAS 5858; 16 UST 1149.

and established to facilitate the administration of an educational program to be financed by funds made available by the Government of the United States of America and other Peruvian and North American sources.

Except as provided in Article III hereof the Commission shall be exempt from the domestic and local laws of the United States of America as they relate to the use and expenditures of currencies and credits for currencies for the purposes set forth in the present agreement. In Peru the Commission will be recognized as an entity receiving tax-deductible donations. Upon termination of the Program, all property which is owned by the Commission on the date this amendment becomes effective shall be regarded in Peru as the property of the government of the United States. All funds and property acquired after the date of this amendment shall, in proportion to contributions made available by the Government of the United States of America and contributions made from other sources, respectively be considered as property of the U.S. government or will be given to a non-profit educational entity in Peru in accord with the regulations governing organizations which receive tax-deductible donations in Peru.

3. Substitute Article X with the following text:

Wherever, in the present Agreement, the term United States Information Agency is used, it will be understood to mean the United States Information Agency or any officer or employee of the Government of the United States of America designated by it to act in its behalf.

If the amendments proposed are acceptable to the Government of Peru, I am honored to suggest that this note and its reply constitute an agreement between the Government of the United States of America and the Republic of Peru, which enters into effect on the date of your reply.

I take advantage of this opportunity to reiterate to your Excellency my sentiments of high esteem.

FRANK ORTIZ

His Excellency
DOCTOR JAVIER ARIAS STELLA
Minister of Foreign Relations
Lima

The Peruvian Minister of Foreign Relations to the American Ambassador

RE-N°(CTF): 6- 3/9

Lima, 19 de enero de 1982

Excelencia:

Tengo el honor de avisar recibo de la atenta Nota de Vuestra Excelencia N° 667, fechada el 23 de noviembre de 1981 y redactada en los siguientes términos:

" Tengo el honor de referirme al Acuerdo entre el Gobierno de la República Peruana y el Gobierno de los Estados Unidos de América para financiar ciertos Programas de Intercambio Educativo firmado en Lima el 28 de enero de 1965, y siguiendo instrucciones del Gobierno de los Estados Unidos de América tengo a bien proponer a vuestra Excelencia enmendar dicho Acuerdo de la siguiente forma:

1.- En todos los Artículos donde se hace referencia al Secretario de Estado se debe enmendar dicho término por el de Agencia de Información de los Estados Unidos por haber esta entidad reemplazado al Departamento de Estado como encargada del Programa de Intercambio Educativo dentro de los Estados Unidos.

2.- Sustituir el primero y segundo párrafo del Artículo I del Acuerdo con el siguiente texto:

"Se establecerá una Comisión que será denominada Comisión para Intercambio Educativo entre el Perú y los Estados Unidos (a la cual en adelante se le designará "la Comisión"), que será reconocida por el Gobierno del Perú y por el Gobierno de los Estados Unidos de América como una organización creada y establecida para facilitar la administración de un programa educativo que será financiado con fondos que el Gobierno de los Estados Unidos de América y otras fuentes peruanas y norteamericanas pongan a disposición de la Comisión".

"Con excepción de lo que se dispone en el Artículo III de este Acuerdo, la Comisión no estará sujeta a las leyes domésticas y locales de los Estados Unidos de América en lo que se relacionan

Al Excelentísimo Señor
Frank Ortiz,
Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América.
CIUDAD.-

al uso y desembolso de dinero y créditos para los fines expuestos en el presente Acuerdo. En el Perú la Comisión será reconocida como entidad receptora de donaciones deducibles. Al término del Programa, toda propiedad perteneciente a la Comisión a la fecha de entrada en vigencia de esta enmienda de Acuerdo, será considerada en el Perú como propiedad del Gobierno de los Estados Unidos. Todos los fondos y propiedades adquiridos por la Comisión después de la entrada en vigencia de esta enmienda, en la medida en que se hayan hecho contribuciones por el Gobierno de los Estados Unidos y contribuciones hechas por otras fuentes respectivamente, serán consideradas como propiedad del Gobierno de los Estados Unidos o serán entregadas a una entidad educativa sin fines de lucro en el Perú de acuerdo con las regulaciones que rijan en el Perú para las entidades receptoras de donaciones deducibles".

3.- Sustituir el Artículo X con el siguiente texto:

"Dondequiera que en el presente Acuerdo se use el término "Agencia de Información de los Estados Unidos", se entenderá que significa la Agencia de Información de los Estados Unidos o cualquier funcionario o empleado del Gobierno de los Estados Unidos designado por Esta para actuar en su nombre".

Si las enmiendas antes propuestas son aceptables para el Gobierno de la República del Perú, tengo el honor de sugerir que esta Nota y su respuesta en ese sentido constituyan un acuerdo entre el Gobierno de los Estados Unidos y la República del Perú, el cual entrará en vigencia en la fecha de su respuesta.

Aprovecho esta oportunidad para reiterar a vuestra Excelencia las seguridades de mi más alta consideración."

Asimismo, tengo el honor de manifestar a Vuestra Excelencia la conformidad del Gobierno de la República del Perú con lo que antecede; y confirmar que la Nota de Vuestra Excelencia y la presente constituyen un Acuerdo entre los dos Gobiernos que entrará en vigencia en la fecha.

Me valgo de la ocasión para renovar a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración.

TRANSLATION

No. (CTF) 6-3/9

Lima, January 19, 1982

Excellency:

I have the honor to acknowledge receipt of Your Excellency's note No. 667, dated November 23, 1981, which reads as follows:

[For the English language text, see pp. 15-16.]

Accordingly, I have the honor to inform Your Excellency that the Government of the Republic of Peru is in agreement with the foregoing and to confirm that Your Excellency's note and this reply shall constitute an agreement between the two governments that shall enter into effect upon this date.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

Javier Arais Stella

His Excellency
Frank Ortiz,
Ambassador Extraordinary and Plenipotentiary
of the United States of America,
Lima.

PAKISTAN

Trade in Textiles

Agreement amending the agreement of January 4 and 9, 1978, as amended.
Effected by exchange of letters
Signed at Washington December 30, 1981 and January 6, 1982;
Entered into force January 6, 1982.

The Deputy Assistant Secretary of State for Trade and Commercial Affairs to the Pakistani Economic Minister

DEPARTMENT OF STATE
WASHINGTON, D.C. 20520

DECEMBER 30, 1981

Mr. IHSANUL HAQ
Economic Minister
Embassy of Pakistan
2315 Massachusetts Avenue, N.W.
Washington, D.C. 20008

DEAR MR. HAQ:

I am writing to you with regard to paragraph 13 of the Agreement between the United States and Pakistan relating to Trade in Cotton Textiles and Textile Products, with annexes, effected by exchange of notes January 4 and January 9, 1978, as amended,[1] ("the Agreement"), and to recent consultations held between representatives of our two Governments concerning exports from Pakistan to the United States of products classified in textile category 339.

On behalf of my Government, I would like to propose that the adjusted specific limit for category 339 (part) for the fourth Agreement period (January 1, 1981–June 30, 1982) be increased by 50,000 dozen to a level of 374,270 dozen. The overall limit for category 339 would remain unchanged.

---

[1] TIAS 9050, 9661, 9804; 29 UST 4096; 31 UST 5124; 32 UST 1878.

If this proposal is acceptable to your Government, this letter and your letter of confirmation on behalf of your Government shall constitute an amendment to the Agreement.

Sincerely,

HARRY KOPP

Harry Kopp
Deputy Assistant Secretary
Trade and Commercial Affairs
Bureau of Economic and
Business Affairs

The Pakistani Economic Minister to the Deputy Assistant Secretary of State for Trade and Commercial Affairs

بسم الله الرحمن الرحيم

From: Mr. Ihsanul Haq
Economic Minister &
Financial Adviser

EMBASSY OF PAKISTAN
2315 MASSACHUSETTS AVENUE N.W.
WASHINGTON, D.C. 20008

No.12(14)-ED/81.

January 6, 1982

Dear Mr. Kopp,

I am desired to invite a reference to your letter of December 30, 1981 in which you have made the following proposal relating to the Textile Category 339:-

"On behalf of my Government, I would like to propose that the adjusted specific limit for category 339(part) for the fourth Agreement period (January 1, 1981 - June 30, 1982) be increased by 50,000 dozen to a level of 374,270 dozen. The overall limit for category 339 remain unchanged"

2. I am desired to inform you that the above proposal made by the United States Government is acceptable to the Government of Pakistan.

Yours sincerely,

(Ihsanul Haq)

Mr. Harry Kopp,
Deputy Assistant Secretary
Trade & Commercial Affairs
Bureau of Economic and Business Affairs
Department of State
Washington D.C. 20520

BELIZE

Defense: International Military Education and Training (IMET)

Agreement effected by exchange of notes
Dated at Belize and Belmopan December 8, 1981 and January 15, 1982;
Entered into force January 15, 1982.

The American Embassy to the Belizean Ministry of Foreign Affairs

No. 2

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Government of Belize and has the honor to refer to certain requirements of United States law concerning the provision of training related to defense articles under the United States International Military Education and Training (IMET) Program.

The provisions of United States law in question prohibit the furnishing of IMET training related to defense articles unless the recipient country shall have first agreed to observe certain conditions with respect to such training. These conditions are:

1. That the recipient government will not, without the consent of the United States Government
   A. Permit any use of such training (including training materials) by anyone not an officer, employee, or agent of the recipient government;
   B. Transfer or permit any officer, employee, or agent of the recipient government to transfer such training (including training materials) by gift, sale, or otherwise to anyone not an officer, employee, or agent of the recipient government; or
   C. Use or permit the use of such training (including training materials) for purposes other than those for which furnished by the United States Government.
2. That the recipient country will maintain the security of such training (including training materials) and will provide substantially the same degree of security protection afforded to such training and materials by the United States Government.

3. That the recipient country will permit continuous observation and review by, and furnish necessary information to, representatives of the United States Government with regard to the use of such training (including materials) and that the recipient country will return to the United States Government such training (including training materials) as is no longer needed for the purposes for which furnished, unless the United States Government consents to some other disposition.

Inasmuch as the IMET program with the Government of Belize may include training related to defense articles with respect to which the agreement of the Government of Belize to observe the foregoing conditions is required, the Embassy of the United States of America has the honor to propose that this note, together with the note in reply of the Ministry of Foreign Affairs stating that such conditions are acceptable to the Government of Belize, shall constitute an agreement between the two governments on this subject, to be effective from the date of the Ministry's note in reply.

The Embassy of the United States of America wishes to express in the Ministry of Foreign Affairs of the Government of Belize renewed assurances of its highest consideration.

Embassy of the United States of America
Belize City, December 8, 1981

The Belizean Ministry of Foreign Affairs to the American Embassy

Please Quote

Office Of The Prime Minister
Belmopan,
Cayo District, Belize
Central America

15 January 1982

His Excellency Mr. Malcolm Barnebey
Charge d' Affaires
Embassy of the United States of America
Belize City

Dear Excellency,

The Ministry of Foreign Affairs of Belize presents its compliments to the Embassy of the United States of America and has the honour to refer to its Note No. 2 of 8 December 1981 and its own Note No. 1 of 11 December 1981. [1]

The Ministry of Foreign Affairs acknowledges the terms of the letter dated 8 January 1982 to the Deputy Prime Minister of Belize explaining the conditions outlined in your Note No. 1 [2] and now advises the Embassy of the United States of America of the Government of Belize's acceptance of the terms for the provision of training related to defence articles under the United States International Military Training (IMET) programmes.

This exchange of Notes constitutes an agreement between the two Governments on this subject effective from the date of this Note.

The Ministry of Foreign Affairs avails itself of this opportunity to renew to the Embassy of the United States of America Belize's assurances of its highest considerations.

Sincerely,

George Price

(GEORGE PRICE)
Prime Minister

cc: P.S., M/Defence & Home Affairs

[1] Not printed.

[2] Should read "Note No. 2".

DENMARK

Aviation: Airworthiness Certifications

Agreement effected by exchange of notes
Signed at Washington January 6, 1982;
Entered into force January 6, 1982.

76-477 O - 88 - 2

The Secretary of State to the Danish Ambassador

6 JAN 1982

Excellency:

I have the honor to refer to conversations which have recently taken place between the representatives of our two Governments relating to the reciprocal acceptance of airworthiness certifications, in the course of which discussions were held regarding appropriate actions necessary to work towards common safety objectives and to establish standards which will be as similar as practicable. It is my understanding that the two Governments have reached an agreement as set out below. It is also my understanding that this agreement does not relate to noise abatement or anti-pollution requirements.

1. This Agreement applies to civil aeronautical products (hereinafter referred to as "products") and certain components referred to in paragraph 3 of this Agreement when such products or components are produced in one Contracting State (hereinafter referred to as the "exporting State") and exported to the other Contracting State (hereinafter referred to as the "importing State"), and to products produced in another State with which both Contracting States have agreements similar in scope for reciprocal acceptance of airworthiness certifications.

2a. If the competent aeronautical authorities of the exporting State certify that a product produced in that State complies either with its applicable laws, regulations and requirements as well as any additional requirements which

His Excellency

Otto R. Borch,

Ambassador of Denmark.

may have been prescribed by the importing State under paragraph 4 of this Agreement, or with applicable laws, regulations and requirements of the importing State, as notified by the importing State as being applicable in the particular case, the importing State shall give the same validity to the certification as if the certification had been made by its own competent aeronautical authorities in accordance with its own applicable laws, regulations and requirements.

b. In the case of a product produced in another State with which both Contracting States have agreements similar in scope for reciprocal acceptance of airworthiness certifications, if the competent aeronautical authorities of the State exporting the product provide a certification that the product conforms to the design covered by the certificate or approval issued by the importing State and certify that the product is in a proper state of airworthiness, the importing State shall give the same validity to such certification as if the certification had been made by its own competent aeronautical authorities in accordance with its applicable laws, regulations and requirements.

3. In the case of components which are produced in the exporting State for export and use on products which are or may be certified or approved in the importing State, if the competent aeronautical authorities of the exporting State certify that the component conforms to the applicable design data and meets the applicable test and quality control requirements which have been notified by the importing State to the exporting State, the importing State shall give the same validity to the certification as if the certification had been made by its own competent aeronautical authorities. This provision shall only apply to those components which

are produced by a manufacturer in the exporting State pursuant to an agreement between that manufacturer and the product manufacturer in the importing State. Furthermore, it shall only apply in those instances where, in the judgment of the importing State, the component is of such complexity that determination of conformity and quality control cannot readily be made at the time that the component is assembled with the product.

4. The competent aeronautical authorities of the importing State shall have the right to make acceptance of any certification by the competent aeronautical authorities of the exporting State dependent upon the product meeting any additional requirements which the importing State finds necessary to ensure that the product meets a level of safety equivalent to that provided by its applicable laws, regulations and requirements which would be effective for a similar product produced in the importing State. The competent aeronautical authorities of the importing State shall promptly advise the competent aeronautical authorities of the exporting State of any such additional requirements.

5. The competent aeronautical authorities of each Contracting State shall keep the competent aeronautical authorities of the other Contracting State fully informed of all mandatory airworthiness modifications and special inspections which they determine are necessary in respect of imported or exported products to which this Agreement applies.

6. The competent aeronautical authorities of the exporting State shall, in respect of products produced in that State, assist the competent aeronautical authorities of the importing State in determining whether major design changes and major repairs made under the control of the

competent aeronautical authorities of the importing State comply with the laws, regulations and requirements under which the product was originally certificated or approved. They shall also assist in analyzing those major incidents occurring on products to which this Agreement applies and which are such as would raise technical questions regarding the airworthiness of such products.

7. The competent aeronautical authorities of each Contracting State shall keep the competent aeronautical authorities of the other Contracting State currently informed of all relevant laws, regulations and requirements in their State.

8. In the case of conflicting interpretations of the laws, regulations or requirements pertaining to certifications or approvals under this Agreement, the interpretation of the competent aeronautical authorities of the Contracting State whose law, regulation or requirement is being interpreted shall prevail.

9. For the purposes of this Agreement:

(a) "Products" means aircraft, engines, propellers and appliances;

(b) "Aircraft" means civil aircraft of all categories, whether used in public transportation or for other purposes, and includes replacement and modification parts therefor;

(c) "Engines" means engines intended for use in aircraft as defined in (b) and includes replacement and modification parts therefor;

(d) "Propellers" means propellers intended for use in aircraft as defined in (b) and includes replacement and modification parts therefor;

(e) "Appliance" means any instrument, equipment, mechanism, apparatus or accessory used or intended to be used in operating an aircraft in flight, which is installed in, intended to be installed in, or attached to the aircraft as defined in (b), but is not part of an airframe, engine or propeller, and includes replacement and modification parts therefor;

(f) "Component" means a material, part, or subassembly not covered in (b), (c), (d) or (e) for use on civil aircraft, engines, propellers or appliances;

(g) "Produced in one Contracting State" means that the product or component as a whole is fabricated in the exporting State, even though portions thereof may have been fabricated in another State; and

(h) "Applicable laws, regulations and requirements" means:

(i) those airworthiness laws, regulations and requirements which are effective on the date the manufacturer applies for certification of the product in the importing State,

or,

(ii) for products currently in production, those airworthiness requirements effective on the date of the latest amendment of the airworthiness requirements which were required to be used for the certification of the product in the exporting State or those airworthiness requirements of the importing State applicable to a similar product certificated to airworthiness requirements of the same date,

or,

(iii) for products no longer in production, such airworthiness requirements as the competent aeronautical authorities of the importing State find acceptable in the particular case.

10. The competent aeronautical authorities of each Contracting State shall make such mutual arrangements in respect of procedures as they deem necessary to implement this Agreement, and to ensure that redundant certification, testing and analysis are avoided.

11. Each Contracting State shall keep the other Contracting State advised as to the identity of its competent aeronautical authorities.

12. Either Contracting State may terminate this Agreement at the expiration of not less than 60 days after giving written notice of that intention to the other State.

13. This Agreement shall terminate and replace the Agreement between our two Governments for the reciprocal validation of certificates of airworthiness, effected by Exchange of Notes at Copenhagen on December 15, 1954.[1]

Upon the receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable to the Government of Denmark, the Government of the United States of America will consider that the present note and your reply thereto constitute an agreement between our two Governments on this subject which will enter into force on the date of your reply.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Secretary of State:

James Ferrer, Jr.[2]

[1] TIAS 3158; 5 UST 2995.
[2] James Ferrer, Jr.

The Danish Ambassador to the Secretary of State

Ref. No. 93.D.5.

DANISH EMBASSY
WASHINGTON, D. C.

Washington, D.C., January 6, 1982

Sir:

I have the honor to acknowledge receipt of your note of January 6, 1982 concerning an agreement between the Government of Denmark and the Government of the United States of America for the reciprocal acceptance of airworthiness certifications for imported aircraft, which reads as follows:

[For the text of the U.S. note, see pp. 28-33.]

In reply I have the honor to state that the provisions set forth in your note are acceptable and that the Government of Denmark concurs in the proposal that your note and this reply constitute an agreement between our two Governments on this subject, the agreement to come into force on the date of this note.

Please accept, Sir, the assurances of my highest consideration.

Otto Borch
Ambassador of Denmark

The Honorable
Alexander M. Haig, Jr.
Secretary of State of the United States of America,
Washington, D.C.

MEXICO

Narcotic Drugs: Additional Cooperative Arrangements to Curb Illegal Traffic

Agreement amending the agreement of June 2, 1977, as amended and extended.
Effected by exchange of letters
Signed at Mexico January 6 and 8, 1982;
Entered into force January 8, 1982.

The American Ambassador to the Mexican Attorney General

EMBASSY OF THE
UNITED STATES OF AMERICA
MEXICO

OFFICE OF THE AMBASSADOR

January 6, 1982

His Excellency
Lic. Oscar Flores
Attorney General of the Republic
E.C. Lazaro Cardenas No. 9
Mexico 1, D.F.

Dear Mr. Attorney General:

In confirmation of recent conversations between officials of our two governments relating to the cooperation between Mexico and the United States to curb the illegal traffic in narcotics, I am pleased to advise you that the Government of the United States, represented by the Embassy of the United States of America, is willing to enter into additional cooperative arrangements with the Government of Mexico, represented by the Office of the Attorney General, and increase by U.S. $1,000,000 the funding provided under the agreement effected by our exchange of letters dated June 2, 1977, as amended twelve times thereafter.[1] This increase in funding of the Aviation Maintenance Project No. 312801-0103 is from the U.S. Fiscal Year 1982. It is further understood that the purpose of these funds is for opium poppy eradication and narcotics interdiction.

The Government of the United States, therefore, agrees to delete the phrase, "Twenty-seven million, five hundred and ninety-six thousand, two hundred and thirty-five dollars (U.S. $27,596,235)," in the second paragraph of our letter dated June 2, 1977, as previously amended, and substitute therefor the phrase "Twenty-eight million, five hundred and ninety-six thousand, two hundred and thirty-five dollars (U.S. $28,596,235)."

It is understood that the provisions of all previous agreements between the Government of the United States and the Government of Mexico in relation to the cooperative narcotics control effort of our two governments, except as herein expressly modified, remain in full force and effect and applicable to this agreement.

[1] TIAS 8952, 9251, 9637, 9695, 9749, 9933, 9963, 10249, 10285, 10310; 29 UST 2483; 30 UST 1285; 31 UST 4760, 5913; 32 UST 992, 4157, 4525; 33 UST 3694, 4096, 4423.

If the foregoing is acceptable to the Government of Mexico, this letter and your reply shall constitute an agreement between our two governments.

I take this opportunity to reiterate to you the assurance of my highest consideration and personal esteem.

John Gavin

The Mexican Attorney General to the American Ambassador

FORMA CG-1A

PROCURADURIA GENERAL
DE LA
REPUBLICA

JAN 12 1982

México, D.F., enero 8 de 1982.

EXCELENTISIMO SEÑOR
JOHN GAVIN,
EMBAJADOR EXTRAORDINARIO Y
PLENIPOTENCIARIO DE LOS ESTADOS
UNIDOS DE AMERICA,
Presente.

Me es grato dar respuesta a su atenta comunicación fechada el 6 de los corrientes, cuyo texto traducido al español es el siguiente:

"Confirmando recientes conversaciones entre funcionarios de nuestros dos gobiernos, relativas a la cooperación entre México y los Estados Unidos para frenar el tráfico ilegal de estupefacientes, me complace comunicarle que el Gobierno de los Estados Unidos, representado por la Embajada de los Estados Unidos de América, está dispuesto a entrar en arreglos cooperativos adicionales con el Gobierno de México, representado por la Procuraduría General de la República, y aumentar por U.S. $1,000,000 los fondos proporcionados de nuestra carta fechada 2 de junio de 1977, a su vez enmendada en doce ocasiones posteriormente. Este incremento de fondos para el Proyecto Mantenimiento de Aviación, número 312801-0103, proviene de fondos del año fiscal (U. S.) 1982. Además, se tiene por entendido que el propósito de estos fondos es para la destrucción de amapola de opio y la interceptación de estupefacientes.

El Gobierno de los Estados Unidos, por lo tanto, está de acuerdo en suprimir la frase, "Veintisiete Millones, Quinientos Noventa y Seis Mil, Doscientos Treinta y Cinco Dólares (U.S. 27,596,235), en el segundo párrafo de nuestra carta de fecha de 2 de junio de 1977, como previamente enmendada, y substituir la frase, "Veintiocho Millones, Quinientos Noventa y Seis Mil, Doscientos Treinta y Cinco Dólares (U.S. $28,596,235)."

T.G.N

Se tiene por entendido que las disposiciones de todos los convenios previos entre el Gobierno de los Estados Unidos y el Gobierno de México, en relación con los esfuerzos de los dos gobiernos para el control de estupefacientes, excepto como expresamente se modifica aquí, permanecen en pleno vigor y efecto y serán aplicables en este acuerdo .

Si lo antedicho es aceptable al Gobierno de México, esta carta y su contestación constituirán un convenio entre nuestros dos gobiernos .

Aprovecho esta oportunidad para reiterar a usted las seguridades de mi más alta consideración y estima personal ."

Deseo expresar a usted que el Gobierno de México está de acuerdo en los términos de la nota transcrita .

Aprovecho la ocasión para externar a su Excelencia la seguridad de mi más elevada consideración.

SUFRAGIO EFECTIVO. NO REELECCION
EL PROCURADOR GENERAL DE LA REPUBLICA

LIC. OSCAR FLORES .

T.G.N

TRANSLATION

United Mexican States
Office of the Attorney General of the Republic

Mexico, D.F., January 8, 1982

His Excellency
John Gavin
Ambassador Extraordinary and Plenipotentiary
of the United States of America
Mexico, D.F.

Mr. Ambassador:

I am pleased to reply to your letter of January 6, 1982, which, translated into Spanish, reads as follows:

[For the English language text, see pp. 36-37.]

I wish to inform you that the Government of Mexico concurs in the terms of the transcribed letter.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

Oscar Flores

Oscar Flores
Attorney General of the Republic

BRAZIL

Trade: Hides and Leather Products

Agreement effected by exchange of letters
Signed at Brasilia January 14 and 22, 1982;
Entered into force February 1, 1982.

The American Ambassador to the Brazilian Secretary General, Ministry of Finance

EMBASSY OF THE
UNITED STATES OF AMERICA

Brasilia, Brazil

January 14, 1982

Mr. Carlos Viacava
Secretary General
Ministry of Finance
Brasilia, DF

Dear Mr. Secretary General:

I am pleased to notify you of my Government's formal approval of the Hide Agreement between the United States and Brazil which was initialed on November 6, 1981, in Rio de Janeiro, Brazil. This takes the place of the Hide Agreement which expired on October 1, 1981.[1] The text of the new agreement follows: Quote:

Agreement Between the Governments of the
United States of America and Brazil
on Salted Cattle Hides, Leather
and Manufactured Leather
Products

In the interest of promoting the stability of the world market in cattled hides, leather and manufactured leather products, the delegations of Brazil and the United States arrived at the agreement described below:

This agreement is subject to formal approval of the respective Governments through the exchange of letters advising one another of their acceptance of the agreement. The agreement reads as follows:

1. The present agreement will enter into force no later than February 1, 1982, and will expire, unless extended by both Governments, on June 30, 1984. Discussions will resume prior to June 30, 1984.

2. While this agreement is in force, Brazil will apply a reduction of 50 percent in the 18 percent

[1] Signed Aug. 13, 1980. TIAS 9926; 32 UST 4042.

F.O.B. export tax established by Resolution No. 636, of August 27, 1980, of the Central Bank of Brazil in the following manner:

February 1, 1982	14%
Prior to December 31, 1982	9%

3. The Government of Brazil expresses its belief that the liberalization of its exports of salted cattle hides should not disrupt the adequate domestic supply to the Brazilian leather industry.

4. The United States Government recognizes the importance of Brazil's steps towards liberalizing its exports of salted cattle hides and the need for Brazil to increase its exports of manufactured leather products. The United States Government also notes its own need to increase its exports of manufactured leather products.

5. The Government of Brazil states that the measure mentioned in paragraph 2 above is conditional to the United States not imposing additional restrictions on imports of manufactured leather products from Brazil during that period.

6. The Government of the United States takes note of the Brazilian decision with respect to the liberalization of exports of salted cattle hides and will avoid, within its existing legal authority, the imposition of any such additional restrictions, in the interest of preserving the present agreement.

7. Either Government will give prompt consideration to a request for consultations concerning the operation or effect of this agreement and such consultations will be held as soon as possible but no later than 15 (fifteen) days after such a request has been made.

8. This agreement is subject to termination, in whole or in part, upon notice. Unquote.

/s/ JOSE ARTUR DENOT MEDEIROS
for the Brazilian Delegation
/s/ H. JON ROSENBAUM
for the United States Delegation

Date: November 6, 1981.

This letter and your response will constitute formal approval of this agreement by the United States of America and Brazil.

Sincerely,

Langhorne A. Motley
Ambassador

The Brazilian Secretary General, Ministry of Finance, to the American Ambassador

SERVIÇO PÚBLICO FEDERAL

CT/CI/Nº 203/82 Em, 22 de janeiro de 1982

A Sua Excelência o Senhor
Langhorne A. Motley
Embaixador dos Estados Unidos da América

Senhor Embaixador,

Tenho a honra a acusar o recebimento de sua carta de 14 de janeiro de 1982, cuja tradução oficial é a seguinte:

"Prezado Senhor Secretário-Geral:

Apraz-me informá-lo de que meu Governo aprovou formalmente o Acordo sobre Couros entre os Estados Unidos da América e a República Federativa do Brasil, rubricado a 6 de novembro de 1981, no Rio de Janeiro, Brasil. O presente Acordo substitui o Acordo sobre Couros expirado em 1º de outubro de 1981. O texto do novo Acordo é o seguinte:

"Acordo entre os Governos dos Estados Unidos da América e do Brasil sobre Couros Bovinos Salgados, Peles e Produtos Manufaturados de Couro.

No interesse de promover a estabilidade do mercado mundial de couros bovinos, peles e produtos manufaturados de couro, as Delegações do Brasil e dos Estados Unidos da América acordaram o projeto de acordo abaixo transcrito:

O presente acordo está sujeito à aprovação formal dos respectivos Governos, através de troca de cartas, pelas quais um Governo informará o outro de concordância quan

46

to ao mesmo.

1. O presente acordo entrará em vigor até o dia 01 de fevereiro de 1982 e expirará, salvo se for prorrogado por ambos os Governos, no dia 30 de junho de 1984. As discussões sobre a matéria serão retomadas antes do dia 30 de junho de 1984.

2. Enquanto vigorar o presente acordo, o Brasil aplicará uma redução de 50% no imposto de exportação de 18% FOB, estabelecido pela Resolução nº 636, de 27 de agosto de 1980, do Banco Central do Brasil, da seguinte maneira:

a) - em 01 de fevereiro de 1982: 14%; e

b) antes de 31 de dezembro de 1982: 9%.

3. O Governo do Brasil expressa sua opinião de que a liberalização de suas exportações de couros bovinos salgados não pertubará o suprimento interno adequado para a indústria coureira do Brasil.

4. O Governo dos Estados Unidos da América reconhece a importância das medidas adotadas pelo Brasil, no sentido de liberalizar suas exportações de couros bovinos salgados, bem como a necessidade de o Brasil aumentar suas exportações de produtos manufaturados de couro. O Governo dos Estados Unidos da América observa, também, que necessita aumentar suas próprias exportações de produtos manufaturados de couro.

5. O Governo do Brasil declara que a medida a que se refere o artigo 2º, acima, está condicionada à não imposição, pelos Estados Unidos da América, de restrições adicionais às importações de produtos manufaturados de couro provenientes do Brasil, durante aquele período.

6. O Governo dos Estados Unidos da América toma nota da decisão brasileira com respeito à liberalização de exportações de couros bovinos e evitará, sujeito aos requisitos legais existentes, a imposição de quaisquer restrições adicionais acima referidas, no interesse da preservação do presente Acordo.

7. Ambos os Governos considerarão prontamente os pedidos de consulta referentes à execução ou efeitos do presente acordo; tais consultas realizar-se-ão logo que possível e, em qualquer caso, até 15 (quinze) dias após a apresentação do pedido formulado.

8. O presente acordo está sujeito a denúncia, no todo ou em parte, mediante notificação.

a) JOSÉ ARTHUR DENOT MEDEIROS
pela Delegação brasileira

b) H. JON ROSENBAUM
pela Delegação norte-americana

Data: 06 de novembro de 1981.

Esta carta e sua resposta constituirão a aprovação formal do presente Acordo pelos Governos dos Estados Unidos da América e da República Federativa do Brasil."

Em resposta, expresso a concordância de meu Governo quanto aos termos do acordo acima transcrito, que passará a vigorar em 1º de fevereiro de 1982.

Aproveito a oportunidade para renovar os protestos da mais alta consideração, com que me subscrevo,

de Vossa Excelência,

Carlos Viacava
Secretário - Geral do
Ministério da Fazenda

TRANSLATION

January 22, 1982

CT/CI/No. 203/82

Mr. Ambassador:

I have the honor to acknowledge receipt of your letter of January 14, 1982, the official translation of which reads as follows:

[For the English language text, see pp. 42-44.]

In reply, I express the acceptance of my government of the terms of the agreement transcribed above, which shall enter into force on February 1, 1982.

I avail myself of this opportunity to renew the assurances of my highest consideration.

Carlos Viacava

Carlos Viacava
Secretary General
of the Ministry of Finance

His Excellency
Langhorne A. Motley,
Ambassador of the
United States of America.

EUROPEAN ATOMIC ENERGY COMMUNITY

Atomic Energy: Nuclear Material Safeguards Research and Development

Agreement signed at Brussels January 28, 1982;
Entered into force January 28, 1982.

Agreement between the
UNITED STATES DEPARTMENT OF ENERGY
and the
EUROPEAN ATOMIC ENERGY COMMUNITY
Represented by the
COMMISSION OF THE EUROPEAN COMMUNITIES
in the field of
NUCLEAR MATERIAL SAFEGUARDS RESEARCH AND DEVELOPMENT

The United States Department of Energy (DOE) and the European Atomic Energy Community (EURATOM) represented by the Commission of the European Communities (CEC), hereinafter called the Parties : sharing a desire to cooperate with each other on research, development, testing and evaluation in order to improve safeguards on nuclear material, including nuclear material accounting and control measures ; hereby agree as follows :

Article I

The areas of cooperation in nuclear material safeguards research and development may include :

1. Development, exchange and testing of destructive and non-destructive assay methods and instrumentation ; exchanges of information on performance.

2. Preparation and certification of reference materials for destructive and non-destructive assay of fissile materials and refinement of reference techniques for chemical analyses.

3. Development, exchange and testing of containment and surveillance methods and equipment ; exchanges of information on performance.

4. Test of mathematical methods for nuclear materials accounting data evaluation.

5. Exchanges of information, equipment and staff.

Other areas of cooperation may be added by mutual agreement.

Article II

1. Joint research and development projects, and specific tasks to be undertaken in the areas of cooperation stated in Article I shall be set forth in written annexes to this Agreement as mutually agreed on a case-by-case basis.

2. Each Party may loan equipment to the other Party, for such purposes under this Agreement as may be mutually agreeable to the Parties.

3. Information may be exchanged between the Parties in the form of technical reports, correspondence, by joint meetings of experts, visits, or in any other form as may be mutually agreeable to the Parties.

4. Staff may be exchanged, subject to the provisions of Article VI of this Agreement, as may be mutually agreeable to the Parties.

Article III

1. To supervise the execution of this Agreement, the Parties shall each name one individual to act as Coordinator. The Coordinators shall meet to evaluate the status of cooperation under this Agreement at specific times and places to be mutually agreed upon, with the meetings held alternately in the European Communities and in the United States. These evaluations shall include : comprehensive review of each Party's nuclear material safeguards research and development program, status, and plans ; assessment of the balance of exchanges under this Agreement ; and consideration of measures to ensure a balanced exchange in the design of cooperation under this Agreement.

2. Day-to-day management of the cooperation under this Agreement shall be carried out by Managers designated by the Coordinators. The Managers shall agree on specific cooperative activities in their respective areas in accordance with Articles I and II of this Agreement and within policy guidelines set by the Coordinators. The Managers shall be responsible for the working contacts between the Parties in their respective areas of cooperation.

Article IV

1. General

A. Each Party may make available to the other information in specified areas of the field of nuclear material safeguards which they have the right to disclose, either in their possession or available to them.

B. Both Parties agree that information exchanged under this Agreement may be given wide distribution, subject to the need to protect proprietary information exchanged hereunder as provided in this Article and the need to protect patent rights as provided in Article VI.

2. Use of Proprietary Information

A. Definitions

(i) The term "information" means scientific or technical data, results or methods of research and development, and any other information intended to be provided or exchanged under this Agreement.

(ii) The term "proprietary information" means information which contains trade secrets or commercial or financial information which is privileged or confidential, and may only include such information which :

a) has been held in confidence by the owner ;

b) is of a type which is customarily held in confidence by its owner ;

c) has not been transmitted by the transmitting Party to other entities (including the receiving Party) except on the basis that it be held in confidence; and

d) is not otherwise available to the receiving Party from another source without restriction on its further dissemination.

B. Procedures

(i) A Party receiving information pursuant to this Agreement shall respect the privileged nature thereof. Any document which contains proprietary information shall be clearly marked with the following (or substantially similar) restrictive legend :

"This document contains proprietary information furnished in confidence under an Agreement dated _____ between the United States Department of Energy and the European Atomic Energy Community, and shall not be disseminated outside these organizations, their contractors, and the concerned departments and agencies of the Governments of the United States and of the Member States of the European Atomic Energy Agency community, without the prior approval of _____. This notice shall be marked on any reproduction hereof, in whole or in part. These limitations shall automatically terminate when this information is disclosed by the owner without restriction."

(ii) Proprietary information received in confidence under this Agreement may be disseminated by the receiving Party to :

a) persons within or employed by the receiving Party and concerned departments and agencies of the receiving Party that are engaged in safeguards work relating to the subject matter of the proprietary information ;

b) prime or subcontractors of the receiving Party located within the geographic limits of the receiving Party for use only within the framework of their contracts with the receiving Party in work relating to the subject matter of the proprietary information ; provided that any proprietary information so disseminated shall be disseminated pursuant to an agreement of confidentiality and shall be marked with a restrictive legend substantially identical to that appearing in subparagraph 2 B(i) above. Equipment or materials loaned under this Agreement may embody some proprietary information discernible by a knowledgeable person and such loans shall be treated as dissemination of proprietary information provided that prior written notification of this fact is made to the receiving Party.

(iii) With the prior written consent of the Party providing proprietary information under this Agreement, the receiving Party may disseminate such proprietary information more widely than otherwise permitted in the foregoing section ii. The Parties shall cooperate with each other in developing procedures for requesting and obtaining prior written consent for such wider dissemination, and each Party shall grant such approval to the extent permitted by its own policies, regulations and laws as the case may be.

C. Each Party shall exercise its best efforts to ensure that proprietary information received by it under this Agreement is controlled as provided herein. If one of the Parties becomes aware that it will be, or may reasonably be expected to become, unable to meet the non-dissemination provisions of this paragraph, it shall immediately inform the other Party. The Parties shall thereafter consult to define an appropriate course of action.

D. Information arising from seminars and other meetings arranged under this Agreement and information arising from the attachment of staff, use of facilities and joint projects shall be treated by the Parties according to the principles specified in this article ; provided however that no information orally communicated shall be subject to the limited disclosure requirements of this Agreement unless the individual communicating the information places the recipient on notice as to the proprietary character of the information communicated and forthwith confirms the notice in writing.

E. Nothing contained in this Agreement shall preclude the use or dissemination of information received by a Party through arrangements other than those provided for under this Agreement.

Article V

Information transmitted by one Party to the other Party under this Agreement shall be accurate to the best knowledge and belief of the Transmitting Party, but the Transmitting Party does not warrant the suitability of the information transmitted for any particular use or application by the Receiving Party or by any third Party. Information developed jointly by the Parties shall be accurate to the best knowledge and belief of both Parties. Neither Party warrants the accuracy of the jointly developed information or its suitability for any particular use or application by either Party or by any third Party.

Article VI

1. With respect to any invention or discovery made or conceived in the course of or under this Agreement :

   A. If made or conceived by personnel of one Party (the Assigning Party or its contractors) while assigned to another Party (Recipient Party or its contractors) in connection with exchanges of scientists, engineers and other specialists, the Recipient Party will acquire all rights, title and interest in and to any such invention or discovery in all countries, subject to a non-exclusive, irrevocable, royalty-free license in all such countries to the Assigning Party, with the right of the Assigning Party to grant sublicenses under such invention or discovery and any patent application, patent or other protection relating thereto.

   B. If made or conceived by a Party or its contractors as a direct result of employing information which has been communicated to it under this Agreement by another Party or its contractors or communicated during seminars or other joint meetings, the Party making the invention will acquire all rights, title and interest in and to such inventions or discovery in all countries, subject to a grant

to the other Party, of a royalty-free, non-exclusive, irrevocable license, with the right of the other Party to grant sublicenses in and to any such invention or discovery and any patent or other protection relating thereto, in all countries.

C. With regard to exchange of samples, materials, instruments and components for joint testing, the Recipient Party and the Assigning Party will have the same rights as set forth in paragraph 1A.

D. With regard to specific forms of cooperation other than the forms provided for in subparagraphs A, B and C above, the Parties will provide for appropriate distribution of rights to inventions or discoveries resulting from such cooperation in another Agreement or in an annex to this Agreement in accordance with paragraph 1 of Article II of this Agreement.

2. Each Party will, without prejudice to any rights of inventors under its national laws, take all necessary steps to provide the cooperation from its inventors required to carry out the provisions of this Article. Neither of the Parties will assume the responsibility to pay awards or compensation required to be paid to nationals of the other Party according to laws of the country of that other Party.

Article VII

1. Whenever an exchange of staff is contemplated under this Agreement, each Party shall ensure that qualified staff are selected for attachment to the other Party.

2. Each Party shall be responsible for the salaries, insurance, and allowance to be paid its staff while attached to the other Party unless otherwise agreed.

3. Each Party shall pay for the travel and living expenses of its staff while attached to the other Party unless otherwise agreed.

4. The host establishment shall use its best efforts to arrange for comparable accommodation for the other Party's staff and their families on a mutually agreeable reciprocal basis.

5. Each Party shall provide all necessary assistance to the attached staff (and their families) of the other Party as regards administrative formalities (travel arrangements, etc.).

6. The staff of each Party shall conform to the general rules of work and safety regulations in force at the host establishment.

Article VIII

1. Information which is classified by either Party for national security reasons, including Restricted Data or Formerly Restricted Data, shall not be exchanged hereunder.

2. Information on sensitive nuclear technology shall not be exchanged hereunder.

Article IX

1. By mutual agreement, the Parties may transfer equipment to be utilized under the Agreement. In such cases, the sending Party shall supply, as soon as possible, a detailed list of the equipment to be provided together with the relevant specifications and appropriate technical and informational documentation relating to use, maintenance and repair of the equipment.

2. Equipment and necessary spare parts supplied by the sending Party for use in joint activities shall remain its property and shall be returned to the sending Party upon completion of the joint activity, unless otherwise agreed.

3. The above-mentioned equipment shall be brought into operation at a receiving establishment after mutual agreement between the Coordinators, Managers, or their senior representatives at the interested establishments of the Parties.

4. The receiving establishment shall provide the necessary premises for the equipment, shall provide for utilities such as electric power, water and gas, and normally shall provide materials to be tested, in accordance with technical requirements which shall be mutually agreed upon.

5. The responsibility and expenses for each transport of equipment and materials between the United States of America and the European Atomic Energy Community by plane or ship to a mutually agreed destination, including responsibility for its safekeeping and insurance en route shall rest with the shipper until the receiver or his agent takes custody of the shipment.

6. The equipment provided by the Sending Party for carrying out activities under this Agreement shall be considered to be scientific and as having a non-commercial character, for the purposes of designation and import/export declarations.

7. The Receiving Party shall ensure duty-free entry into its territory of any equipment provided pursuant to this Agreement.

Article X

Cooperation under this Agreement shall be in accordance with the laws and regulations of the respective Parties. All questions relating to the Agreement arising during its term shall be settled by the Parties by mutual agreement.

Article XI

Except when otherwise specifically agreed, all costs resulting from cooperation under this Agreement shall be borne by the Party that incurs them. It is understood that the ability of the

Parties to carry out their obligations shall be subject to the appropriation of funds by the appropriate governmental authority, where necessary, and to the constitution, laws, and regulations applicable to the Parties.

Article XII

1. All questions or disputes related to or arising under this Agreement of activities carried out hereunder should be settled by mutual agreement of the Parties.

2. Compensation for damages arising from activities under this Agreement shall be in accordance with the applicable laws of the Parties.

Article XIII

This Agreement shall remain in effect for five (5) years after its effective date unless terminated at the discretion of either Party, upon three (3) months advance notification in writing, and may be extended or amended by mutual consent.

Done in duplicate at Brussels this 28 day of January, 1982

DEPARTMENT OF ENERGY OF
THE UNITED STATES OF AMERICA

[1]

EUROPEAN ATOMIC ENERGY COMMUNITY,
REPRESENTED BY THE COMMISSION OF
THE EUROPEAN COMMUNITIES

[2]

[1] George S. Vest.
[2] L. Haferkamp.

TIAS 10338

Annex I

Joint Research and Development Tasks

Area I Development, exchange and testing on non-destructive assay instrumentation and exchanges of information on performance

1. Field experience with the High-Level Neutron Coincidence Counter in the field.

2. Non-destructive assay of irradiated fuel materials.

3. Measurement of Pu isotopic ratios by gamma-ray spectrometry.

4. Comparison of active assay systems for highly enriched uranium assay (Sb-Be, Active Well Counter, Random Driver).

5. Exchange of information and coordination in the construction of NDA data evaluation microprocessors and software.

6. Evaluation of the use and field test of a bulk and small sample calorimeter for the measurement of Pu material for safeguards purposes.

Area II Preparation and certification of reference materials for destructive and non-destructive assay of fissile materials and refinement of reference techniques for chemical analyses

1. Refinement of nuclear reference techniques for the assay of undiluted inputs of reprocessing plants.

2. Establishment of reference materials for non-destructive assay.

3. Joint certification of reference and test materials for the USA - SALE program.

Area III Development, exchange and test of containment and surveillance equipment and exchange of information on performances.

1. Exchange of information on the principle of the ultrasonic signature.

2. Vulnerability tests on seals (general purpose, CANDU type and others).

3. Development of cap seals for LWR fuels and in field tests.

4. Development of general purpose seals.

5. Harmonization of read-out equipment for ultrasonic identification.

6. In-field reidentification of rivet seals.

7. Test of TV cameras and in-field test.

Area IV Test of mathematical methods for nuclear materials accounting data evaluation

1. Joint study of decision analysis techniques.

2. Exchange of experience on controlling measurement uncertainties in selected measurement systems.

3. Development of modelling and simulation techniques for improved materials accounting.

BANGLADESH

Atomic Energy: Peaceful Uses of Nuclear Energy

Agreement signed at Dacca September 17, 1981;
Entered into force June 24, 1982.
With agreed minute.

AGREEMENT FOR COOPERATION BETWEEN
THE UNITED STATES OF AMERICA
AND THE PEOPLE'S REPUBLIC OF BANGLADESH
CONCERNING PEACEFUL USES OF NUCLEAR ENERGY

The Government of the United States of America and the Government of the People's Republic of Bangladesh,

Mindful of their respective obligations under the Treaty on the Non-Proliferation of Nuclear Weapons[1] ("NPT"), to which both the United States and Bangladesh are parties;

Reaffirming their commitment to ensuring that the international development and use of nuclear energy for peaceful purposes are carried out under arrangements which will to the maximum possible extent further the objectives of the NPT;

Affirming their support of the objectives of the International Atomic Energy Agency ("IAEA") and their desire to promote universal adherence to the NPT;

Desiring to cooperate in the development, use and control of peaceful uses of nuclear energy; and

Mindful that peaceful nuclear activities must be undertaken with a view to protecting the international environment from radioactive, chemical and thermal contamination;

Have agreed as follows:

[1] Done July 1, 1968. TIAS 6839; 21 UST 483. [Footnote added by the Department of State.]

Article 1

Definitions

For the purposes of this agreement:

(a) "byproduct material" means any radioactive material (except special material) yielded in or made radioactive by exposure to the radiation incident to the process of producing or utilizing special nuclear material;

(b) "component" means a component part of equipment or other item, so designated by agreement of the parties;

(c) "equipment" means any reactor, other than one designed or used primarily for the formation of plutonium or uranium 233, or any other item so designated by agreement of the parties;

(d) "high enriched uranium" means uranium enriched to twenty percent or greater in the isotope 235;

(e) "low enriched uranium" means uranium enriched to less than twenty percent in the isotope 235;

(f) "major critical component" means any part or group of parts essential to the operation of a sensitive nuclear facility;

(g) "material" means source material, special nuclear material or byproduct material, radioisotopes other than byproduct material, moderator material, or any other such substance so designated by agreement of the parties;

(h) "moderator material" means heavy water, or graphite or beryllium of a purity suitable for use in a reactor to slow down high velocity neutrons and increase the likelihood of further fission, or any other such material so designated by agreement of the parties;

(i) "parties" means the Government of the United States of America and the Government of the People's Republic of Bangladesh;

(j) "peaceful purposes" include the use of information, material, equipment and components in such fields as research, power generation, medicine, agriculture and industry but do not include use in, research on or development of any nuclear explosive device, or any military purpose;

(k) "person" means any individual or any entity subject to the jurisdiction of either party but does not include the parties to this agreement;

(l) "reactor" means any apparatus, other than a nuclear weapon or other nuclear explosive device, in which a self-sustaining fission chain reaction is maintained by utilizing uranium, plutonium or thorium or any combination thereof;

(m) "restricted data" means all data concerning (1) design, manufacture or utilization of nuclear weapons, (2) the production of special nuclear material, or (3) the use of special nuclear material in the production of energy, but shall not include data of a party which it has declassified or removed from the category of restricted data;

(n) "sensitive nuclear facility" means any facility designed or used primarily for uranium enrichment, reprocessing of nuclear fuel, heavy water production, or fabrication of nuclear fuel containing plutonium;

(o) "sensitive nuclear technology" means any information (including information incorporated in equipment or an important component) which is not in the public domain and which is important to the design, construction, fabrication, operation or maintenance of any sensitive nuclear facility, or other such information which may be so designated by agreement of the parties;

(p) "source material" means (1) uranium, thorium, or any other material so designated by agreement of the parties, or (2) ores containing one or more of the foregoing materials in such concentration as the parties may agree from time to time;

(q) "special nuclear material" means (1) plutonium, uranium 233, or uranium enriched in the isotope 235, or (2) any other material so designated by agreement of the parties.

Article 2

Scope of Cooperation

1. The United States and Bangladesh shall cooperate in the use of nuclear energy for peaceful purposes in accordance with the provisions of this agreement and their applicable treaties, national laws, regulations and license requirements.

2. Transfers of information, material, equipment and components under this agreement may be undertaken directly between the parties or through authorized persons. Such transfers shall be subject to this agreement and to such additional terms and conditions as may be agreed by the parties.

Article 3

Transfer of Information

1. Information concerning the use of nuclear energy for peaceful purposes may be transferred. Transfers of information may be accomplished through various means, including reports, conferences, experts meetings, visits of personnel, and assignments of staff to facilities. Fields which may be covered include, but shall not be limited to the following:

(a) development, design, construction, operation, maintenance and use of reactors and reactor experiments;

(b) the production and use of radioisotopes and other material in physical and biological research, medicine, agriculture and industry;

(c) fuel cycle studies of ways to meet future world-wide civil nuclear needs, including multilateral approaches to guaranteeing nuclear fuel supply and appropriate techniques for management of nuclear wastes;

(d) safeguards and physical security of materials and equipment;

(e) health, safety and environmental considerations related to the foregoing;

(f) assessing the role nuclear power may play in national energy plans and cooperation in the generation of nuclear power; and

(g) exploration for and development of uranium and other mineral resources used in nuclear activities.

2. This agreement does not require the transfer of any information which the parties are not permitted to transfer.

3. Restricted data shall not be transferred under this agreement.

4. Sensitive nuclear technology shall not be transferred under this agreement unless provided by an amendment to this agreement.

Article 4

Transfer of Material, Equipment and Components

1. Material, equipment and components may be transferred for applications consistent with this agreement. Any special nuclear material transferred to Bangladesh under this agreement shall be low enriched uranium, except as provided in paragraph 4. Sensitive

nuclear facilities and major critical components shall not be transferred under this agreement unless provided by an amendment to this agreement.

2. Low enriched uranium may be transferred for use as fuel in reactor experiments and in reactors or for such other purposes as may be agreed by the parties.

3. The quantity of special nuclear material transferred under this agreement shall not at any time be in excess of that quantity the parties agree is necessary for any of the following purposes: use in reactor experiments or the loading of reactors, the efficient and continuous conduct of such reactor experiments or operation of such reactors, and the accomplishment of other purposes as may be agreed by the parties.

4. Small quantities of special nuclear material may be transferred for use as samples, standards, detectors, targets and for such other purposes as the parties may agree. Transfers pursuant to this paragraph shall not be subject to the quantity limitations in paragraph 3.

5. The United States shall take such actions as necessary and feasible to ensure a reliable supply of nuclear fuel to Bangladesh, including the export of nuclear material on a timely basis and the availability of the capacity to carry out this undertaking during the period of this agreement.

Article 5

Storage and Retransfers

1. Material transferred pursuant to this agreement and material used in or produced through the use of any material or equipment transferred pursuant to this agreement may be stored,

except that each party guarantees that no such plutonium or uranium 233 (except as contained in irradiated fuel elements) or high enriched uranium, over which it has jurisdiction, shall be stored in any facility that has not been agreed to in advance by the parties.

2. Material, equipment or components transferred pursuant to this agreement and any special nuclear material produced through the use of any such material or equipment may be transferred, except that each party guarantees that any such material, equipment, components or special nuclear material, over which it has jurisdiction, shall not be transferred to unauthorized persons or, unless the parties agree, beyond its territorial jurisdiction.

Article 6

Reprocessing and Enrichment

1. Each party guarantees that source and special nuclear material transferred to and under its jurisdiction pursuant to this agreement and source and special nuclear material used in or produced through the use of any material or equipment so transferred and under its jurisdiction shall not be reprocessed unless the parties agree.

2. Each party guarantees that any plutonium, uranium 233, high enriched uranium or irradiated source or special nuclear material transferred to and under its jurisdiction pursuant to this agreement or used in or produced through the use of any material or equipment so transferred and under its jurisdiction shall not be altered in form or content, except by irradiation or further irradiation, unless the parties agree.

3. Each party guarantees that uranium transferred to and under its jurisdiction pursuant to this agreement and uranium used in any equipment so transferred and under its jurisdiction shall not be enriched after transfer unless the parties agree.

Article 7

Physical Security

1. Each party guarantees that adequate physical security shall be maintained with respect to any material and equipment transferred to and under its jurisdiction pursuant to this agreement and with respect to any special nuclear material used in or produced through the use of any material or equipment so transferred and under its jurisdiction.

2. The parties agree to the levels for the application of physical security set forth in the Annex, which levels may be modified by mutual consent of the parties. The parties shall maintain adequate physical security measures in accordance with such levels. These measures shall as a minimum provide protection comparable to the recommendations set forth in IAEA document INFCIRC/225/Revision 1 concerning the physical protection of nuclear material, or in any revision of that document agreed to by the parties.

3. The adequacy of physical security measures maintained pursuant to this article shall be subject to review and consultation by the parties periodically and whenever either party is of the view that revised measures may be required to maintain adequate physical security.

4. Each party shall identify those agencies or authorities having responsibility for ensuring that levels of physical security are adequately met and having responsibility for coordinating response and recovery operations in the event of unauthorized use or handling of material subject to this article. Each party shall also designate points of contact within its national authorities to cooperate on matters of out-of-country transportation and other matters of mutual concern.

5. The provisions of this article shall be implemented in such a manner as to avoid hampering, delay or undue interference in the parties' nuclear activities and so as to be consistent with prudent management practices required for the economic and safe conduct of their nuclear programs.

Article 8

No Explosive or Military Application

Each party guarantees that no material, equipment or components transferred to and under its jurisdiction pursuant to this agreement and no material used in or produced through the use of any material, equipment or components so transferred and under its jurisdiction shall be used for any nuclear explosive device, for research on or development of any nuclear explosive device, or for any military purpose.

Article 9

Safeguards

1. Cooperation under this agreement shall require the application of IAEA safeguards with respect to all nuclear activities within the territory of Bangladesh, under its jurisdiction or carried out under its control anywhere. Implementation of a safeguards agreement pursuant to article III(4) of the NPT shall be considered to fulfill the requirement stated in the foregoing sentence.

2. Material transferred to Bangladesh pursuant to this agreement and any source or special nuclear material used in or produced through the use of any material, equipment or components so transferred shall be subject to safeguards in accordance with the agreement between Bangladesh and the IAEA for the application of safeguards in connection with the NPT.

3. If Bangladesh or the United States becomes aware of circumstances which demonstrate that the IAEA for any reason is not or will not be applying safeguards in accordance with the agreement as provided for in paragraph 2, to ensure effective continuity of safeguards the parties shall immediately enter into arrangements which conform with IAEA safeguards principles and procedures and with the coverage required by that paragraph and which provide assurance equivalent to that intended to be secured by the system they replace.

4. Each party guarantees that it shall take such measures as are necessary to maintain and facilitate the application of safeguards provided for under this article.

5. Each party shall establish and maintain a system of accounting for and control of all material transferred pursuant to this agreement and any material used in or produced through the use of any material, equipment or components so transferred, the procedures of which shall be comparable to those set forth in IAEA document INFCIRC/153 (corrected), or in any revision of that document agreed to by the parties.

6. Upon the request of either party, the other party shall report or permit the IAEA to report to the requesting party on the status of all inventories of any materials subject to this agreement.

7. The provisions of this article shall be implemented in such a manner as to avoid hampering, delay or undue interference in the parties' nuclear activities and so as to be consistent with prudent management practices required for the economic and safe conduct of their nuclear programs.

Article 10

Multiple Supplier Controls

If an agreement between either party and another nation or group of nations provides such other nation or group of nations rights equivalent to any or all of those set forth under articles 5, 6, or 7 with respect to material, equipment or components subject to this agreement, the parties may, upon request of either of them, agree that the implementation of any such rights will be accomplished by such other nation or group of nations.

Article 11

Cessation of Cooperation

1. If either party at any time following entry into force of this agreement:

(a) does not comply with the provisions of article 5, 6, 7, 8, or 9, or

(b) terminates, abrogates or materially violates a safeguards agreement with the IAEA, the other party shall have the right to cease further cooperation under this agreement and to require the return of any material, equipment or components transferred under this agreement and any special nuclear material produced through their use.

2. If Bangladesh at any time following entry into force of this agreement detonates a nuclear explosive device, the United States shall have the same rights as specified in paragraph 1.

3. If either party exercises its rights under this article to require the return of any material, equipment or components, it shall, after removal from the territory of the other party, reimburse the other party for the fair market value of such material, equipment or components. In the event this right is exercised, the parties shall make such other appropriate arrangements as may be required which shall not be subject to any further agreement between the parties as otherwise contemplated under articles 5 and 6.

Article 12

Consultations And Environmental Protection

1. The parties undertake to consult at the request of either party regarding the implementation of this agreement and the development of further cooperation in the field of peaceful uses of nuclear energy.

2. The parties shall consult, with regard to activities under this agreement, to identify the international environmental implications arising from such activities and shall cooperate in protecting the international environment from radioactive, chemical and thermal contamination arising from peaceful nuclear activities under this agreement and in related matters of health and safety.

Article 13

Entry Into Force and Duration

1. This agreement shall enter into force on the date on which the parties exchange diplomatic notes informing each other that they have complied with all applicable requirements for its entry into force,[1] and shall remain in force for a period of ten years. This term may be extended for such additional periods as may be agreed between the parties in accordance with their applicable requirements.

2. Notwithstanding the suspension, termination or expiration of this agreement or any cooperation hereunder for any reason, articles 5, 6, 7, 8, 9 and 11 shall continue in effect so long as any material, equipment or components subject to these articles remains

[1] June 24, 1982. [Footnote added by the Department of State.]

in the territory of the party concerned or under its jurisdiction or control anywhere, or until such time as the parties agree that such material, equipment or components are no longer useable for any nuclear activity relevant from the point of view of safeguards.

IN WITNESS WHEREOF, the undersigned being duly authorized have signed this agreement.

DONE AT Dacca , this 17 day of Sept., 1981

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

(Jane A. Coon)
Ambassador of the
United States of America
to Bangladesh

FOR THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH:

(Dr. Anwar Hossain)
Secretary(Natural Science Wing)
Science and Technology Division

ANNEX

Pursuant to paragraph 2 of article 7, the agreed levels of physical security to be ensured by the competent national authorities in the use, storage and transportation of the materials listed in the attached table shall as a minimum include protection characteristics as below.

Category III

Use and storage within an area to which access is controlled.

Transportation under special precautions including prior arrangements among sender, recipient and carrier, and prior agreement between entities subject to the jurisdiction and regulation of supplier and recipient states, respectively, in case of international transport specifying time, place and procedures for transferring transport responsibility.

Category II

Use and storage within a protected area to which access is controlled, i.e., an area under constant surveillance by guards or electronic devices, surrounded by a physical barrier with a limited number of points of entry under appropriate control, or any area with an equivalent level of physical protection.

Transportation under special precautions including prior arrangements among sender, recipient and carrier, and prior agreement between entities subject to the jurisdiction and regulation of supplier and recipient states, respectively, in case of international transport, specifying time, place and procedures for transferring transport responsibilities.

Category I

Material in this category shall be protected with highly reliable systems against unauthorized use as follows:

Use and storage within a highly protected area, i.e., a protected area as defined for Category II above, to which, in addition, access is restricted to persons whose trust-worthiness has been determined, and which is under surveillance by guards who are in close communication with appropriate response forces. Specific measures taken in this context should have as their objective the detection and prevention of any assault, unauthorized access or unauthorized removal of material.

Transportation under special precautions as identified above for transportation of Categories II and III materials and, in addition, under constant surveillance by escorts and under conditions which assure close communication with appropriate response forces.

TABLE: CATEGORIZATION OF NUCLEAR MATERIAL[e]

Material	Form	Category I	Category II	Category III
1. Plutonium[a,f]	Unirradiated[b]	2 kg or more	Less than 2 kg but more than 500 g	500 g or less[c]
2. Uranium-235[d]	Unirradiated[b]			
	– uranium enriched to 20% ^{235}U or more	5 kg or more	Less than 5 kg but more than 1 kg	1 kg or less[c]
	– uranium enriched to 10% ^{235}U but less than 20%	–	10 kg or more	Less than 10 kg[c]
	– uranium enriched above natural, but less than 10% ^{235}U	–	–	10 kg or more
3. Uranium-233	Unirradiated[b]	2 kg or more	Less than 2 kg but more than 500 g	500 g or less[c]

[a] All plutonium except that with isotopic concentration exceeding 80% in plutonium-238.

[b] Material not irradiated in a reactor or material irradiated in a reactor but with a radiation level equal to or less than 100 rads/hour at one meter unshielded.

[c] Less than a radiologically significant quantity should be exempted.

[d] Natural uranium, depleted uranium and thorium and quantities of uranium enriched to less than 10% not falling in Category III should be protected in accordance with prudent management practice.

[e] Irradiated fuel should be protected as Category I, II or III nuclear material depending on the category of the fresh fuel. However, fuel which by virtue of its original fissile material content is included as Category I or II before irradiation should only be reduced one Category level, while the radiation level from the fuel exceeds 100 rads/h at one meter unshielded.

[f] The State's competent authority should determine if there is a credible threat to disperse plutonium malevolently. The State should then apply physical protection requirements for category I, II or III of nuclear material, as it deems appropriate and without regard to the plutonium quantity specified under each category herein, to the plutonium isotopes in those quantities and forms determined by the State to fall within the scope of the credible dispersal threat.

AGREED MINUTE

During the negotiation of the Agreement for Cooperation Between the United States of America and the People's Republic of Bangladesh Concerning Peaceful Uses of Nuclear Energy ("agreement") signed today, the following understandings, which shall be an integral part of the agreement, were reached.

Coverage of Agreement

Material, equipment and components transferred from the territory of one party to the territory of the other party for peaceful purposes, whether directly or through a third country, will be regarded as having been transferred pursuant to the agreement only upon confirmation by the appropriate government authority of the recipient party to the appropriate government authority of the supplier party, that such material, equipment or components will be subject to the agreement.

For the purposes of implementing the rights specified in articles 5, 6, and 7 with respect to special nuclear material produced through the use of material transferred pursuant to the agreement and not used in or produced through the use of equipment transferred pursuant to the agreement, such rights shall in practice be applied to that proportion of special nuclear material produced which represents the ratio of transferred material used in the production of the special nuclear material to the total amount of material so used, and similarly for subsequent generations.

The United States recognizes the intention of Bangladesh to acquire a nuclear research reactor and to establish a nuclear

research program for peaceful purposes in the near future. The United States notes its firm intention to cooperate fully with Bangladesh in supplying equipment and material needed for nuclear research programs for peaceful purposes in Bangladesh. In addition, Bangladesh notes that it has undertaken a number of studies related to energy development, in the context of its national development plan, and is considering the use of nuclear energy for the generation of electrical power.

Safeguards

If either party becomes aware of circumstances referred to in paragraph 3 of article 9, the United States shall have the rights listed below, which rights shall be suspended if the United States agrees that the need to exercise such rights is being satisfied by the application of IAEA safeguards under arrangements pursuant to paragraph 3 of article 9:

(1) to review in a timely fashion the design of any equipment or of any facility which is to use, fabricate, process, or store any material transferred pursuant to the agreement or any special nuclear material used in or produced through the use of material or equipment transferred pursuant to the agreement;

(2) to require the maintenance and production of records and of relevant reports for the purpose of assisting in ensuring accountability for material transferred pursuant to the agreement and any source material or special nuclear material used in or produced through the use of any material, equipment or components transferred pursuant to the agreement; and

(3) to designate personnel acceptable to Bangladesh who shall have access to all places and data necessary to account for the material in paragraph 2, to inspect any equipment or facility referred to in paragraph 1, and to install any devices and make such independent measurements as may be deemed necessary to account for such material. Bangladesh shall not unreasonably withhold its acceptance of personnel designated by the United States under this paragraph. Such personnel shall, if either party so requests, be accompanied by personnel designated by Bangladesh.

With reference to article 9, it is confirmed that design information relevant to safeguards for new equipment or facilities where safeguards will be required under the agreement shall be provided to the IAEA in a timely fashion upon its request.

Transitional Arrangements

With reference to paragraph 1 and 2 of article 7, while most facilities in the United States provide physical protection comparable to that specified for materials classified as Category II and III in the table attached to the Annex, the regulations of the United States with respect to physical protection for these materials do not require implementation until July 1980. If any proposed recipient of Category II or III material transferred pursuant to the agreement does not provide physical protection as a minimum comparable to that set forth in INFCIRC/225/Revision 1, the United States shall so inform Bangladesh prior to shipment of such material and seek interim arrangements satisfactory to both parties.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:

(Jane A. Coon)
Ambassador of the
United States of America
to Bangladesh

FOR THE GOVERNMENT OF THE
PEOPLE'S REPUBLIC OF BANGLADESH:

(Dr. Anwar Hossain)
Secretary(Natural Science Wing)
Science and Technology Division

PAKISTAN

Aviation: Provision of Parts and Services

Agreement amending and extending the memorandum of agreement of November 23 and December 20, 1976.
Signed at Washington and Karachi December 2, 1981 and February 4, 1982;
Entered into force February 4, 1982.

AMENDMENT 2

TO

MEMORANDUM OF AGREEMENT NAT-I-559 [1]

BETWEEN THE

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AND THE

GOVERNMENT OF PAKISTAN
DEPARTMENT OF CIVIL AVIATION

I. GENERAL

This Amendment extends the duration of Agreement NAT-I-559 and incorporates current United States Government policy concerning due dates and overhead and late charges.

II. CHANGES

A. Replace page 3, Article III, Payment of Costs, in its entirety with Amendment 2, page 3, Article III - Financial Provisions. [2]

B. Add Amendment 2, page 3a, continuation of Article III. [3]

C. In Article V, Effective Date, page 4, strike the last three words "for five years" and add the following, "until November 8, 1986."

[1] Signed Nov. 23 and Dec. 20, 1976. TIAS 8743; 28 UST 8090. Amendment no. 1 of July 10 and 27, 1980 increasing the overhead charge in art. III(A) from 10% to 12% not printed.

[2] Printed on p. 88.

[3] Printed on p. 89.

III. APPROVALS

The FAA and the DCA agree to the provisions of this Amendment, as indicated by the signature of their duly authorized officers.

GOVERNMENT OF PAKISTAN DEPARTMENT OF CIVIL AVIATION	UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION
BY: [1]	BY: [2]
TITLE: (M. Zafar Imam,) Director General Civil Aviation	TITLE: Acting Director of International Aviation
DATE: FEB 4 1982	DATE: DEC 2 1981

[1] M. Zafar Imam.
[2] Norman H. Plummer.

ARTICLE III - Financial Provisions

A. The DCA will reimburse the FAA for actual cost of services, materials, packing and shipping, plus a twelve (12) percent administrative service charge. FAA bills will be rendered on a quarterly basis, contain a reference to the Agreement number NAT-I-559, and be supported with an appropriate summary of charges; (i.e., type of service, requisition number, packing, shipping and related costs). Supporting records shall be available for review at the Aeronautical Center.

B. The DCA will be responsible for all transportation costs including shipping charges for items sent to the FAA Depot.

C. All FAA bills will be forwarded to the following:

Director of Communications
Department of Civil Aviation
19 Napier Barracks
Karachi-4, Pakistan

Payment of bills are due within sixty (60) days from date of billing. Payments are to be rendered by check made payable to the FAA in U.S. dollars and forwarded to the following address:

FAA Mike Monroney Aeronautical Center
Accounting Division, AAC-23B
P.O. Box 25082
Oklahoma City, Oklahoma 73125

D. Repair and Return (R&R) services shall be billed at actual repair costs, plus logistics management costs, transportation costs, and the aforementioned administrative service charge.

E. In the event that payment, referred to above, is not rendered within sixty (60) days from the date of billing, U.S. Government regulations require that late charges be assessed for each additional 30 day period, or portion thereof, during which payments are overdue. The late charge will be computed by multiplying the amount of the overdue payment by the official monthly percentage rate periodically determined and prescribed by the U.S. Department of Treasury in accordance with Section 6-8020.20 of the Treasury Fiscal Requirements Manual (1 TFRM 6-8020.20) or successor U.S. Treasury Department directive or regulation.

GABON

Energy: Solar Photovoltaic Power

Memorandum of understanding signed at Libreville February 4, 1982;
Entered into force February 4, 1982.

76-477 0 - 88 - 4

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE MINISTRY OF ENERGY AND HYDRAULIC RESOURCES
OF THE REPUBLIC OF GABON

AND

THE UNITED STATES DEPARTMENT OF ENERGY

FOR

A JOINT PROGRAM OF DEMONSTRATION OF SOLAR
PHOTOVOLTAIC POWER IN GABON

Article 1: Purpose

The Ministry of Energy and Hydraulic Resources (MERH) of the Republic of Gabon, and the United States Department of Energy (DOE), have agreed to conduct a 3-year joint solar energy program to demonstrate the technical, economic, and social value of photovoltaic power systems in assisting development and improving the quality of life in rural areas of Gabon. This joint Program is limited to four selected public service sector applications and to four villages. This Memorandum of Understanding sets out the understanding of the Parties named above with respect to the undertaking of the Program described below.

Article 2: The Program

The program has three complementary activities: (1) the demonstration of the use of photovoltaic power in rural development in Gabon; (2) training to develop Gabonese capability in the technology and application of photovoltaics; and (3) the evaluation of the technical, economic and social aspects of the demonstration. The attachment entitled "The Program" amplifies the above Program definition. Within the limits of the above Program definition, elements of the description contained in the attachment may be changed by mutual written agreement of the Project Coordinators without formal amendment of this Memorandum of Understanding.

Article 3: Financial Arrangements

The cost of the program should not exceed $1,600,000 (U.S. Dollars) allotted as follows:

- $1,000,000 for equipment and for services outside of Gabon. These expenditures will be borne equally by Gabon and the United States up to $500,000 for each of the two Parties. However, if the program should be expanded by mutual agreement of the Parties, it is understood that the U.S. and Gabon will share equally in the increased cost.

- $600,000 for the drilling of wells, and services within Gabon. This expense will be borne entirely by the Republic of Gabon.

In addition, it is understood that Gabon and the U.S. will each bear the costs associated with their respective civil service personnel assigned to manage and support the Program, including the cost of salaries, benefits, travel and subsistence. No portion of the $1,000,000 Program resources will be used for travel and subsistence expenses except those associated with training as defined in the attachment.

Funding for the Program will be transferred to the U.S. National Aeronautics and Space Administration by MERH as soon as practicable after this agreement has been signed. The terms and conditions for the transfer of funds from MERH to NASA and the establishment of a Deposit Account shall be outlined in a separate agreement between the Parties or their designees. It is understood that the ability of the Parties to carry out their obligations under this agreement is subject to the availability of appropriated funds.

Article 4: Program Responsibilities

I. Responsibilities of DOE

DOE, under an existing interagency agreement with NASA, will delegate responsibility to the Lewis Research Center (LeRC) to use its best efforts to accomplish the following activities:

a) Conduct site visits to each of the villages to define the photovoltaic power system requirements.

b) Implement Phase I, System definition, including conceptual design, cost analysis and preparation of specifications, requests for proposals and bidding documents.

c) Implement Phase II of the village energy demonstration including award and implementation of a contract for the design fabrication, checkout, installation and monitoring of the solar photovoltaic power systems.

d) Provide information for selected Gabonese personnel who are at the policy level with an emphasis on what photovoltaics can contribute to Gabon's rural development and future energy needs and its present and projected cost; and training at the technical level with an emphasis on the technology, its cost, application and system features.

e) Support MERH in the evaluation of technical and economic aspects of the Program as mutually agreed.

II. Responsibilities of MERH

MERH, for its part, will use its best efforts to carry out the following responsibilities:

a) Support DOE, as mutually agreed, in the implementation of the village energy demonstration Phases I and II including site visits.

b) Select appropriate personnel in Gabon at both the policy level and technical level for training in photovoltaic renewable energy.

c) Conduct an evaluation of the technical, economic, and social aspects of the role of photovoltaic renewable energy technology in supporting rural development in Gabon.

III. Joint Responsibilities

Detailed description, plans, schedule, and resource requirements for the Program shall be outlined in an Implementation Plan to be jointly developed by the Project Leaders.

Article 5: Liability

DOE and the MERH agree that, with respect to injury or damage to persons or property involved in operations undertaken pursuant to this agreement, neither DOE, nor the MERH shall make any claim with respect to injury or death of its own or its contractor's or its subcontractor's employees or damage to its own or its contractor's or its subcontractor's property caused by activities arising out of or connected with this project, whether such injury, death or damage arises through negligence or otherwise.

Compensation for damages incurred by other persons or property during the implementation of this agreement shall be in accordance with the applicable laws of the countries of the Parties.

Article 6: Management

(a) DOE and MERH shall each designate a Project Coordinator to act on its behalf in all matters concerning cooperation under this Memorandum of Understanding. All decisions shall be by unanimity.

(b) Overall responsibility for annual review, approval and oversight of the Program's technical content and budget will rest jointly with the Project Coordinators.

(c) Each Party shall appoint a Project Leader for the detailed Management of this Project. The Project leaders shall be responsible to their respective Project Coordinator for the working contacts between Parties. In accordance with the DOE/NASA MOU dated June 23, 1975, as amended March 21, 1978,[1] NASA has designated the NASA LeRC as Project Leader for the U.S.

(d) The Project will be managed and implemented on a day-to-day basis by the Project Leaders. The Project Leaders will undertake the tasks as set forth in the Implementation Plan. The Project Leaders may request DOE's assistance in identifying administrative and technical support as necessary to assure timely execution of the Project in accordance with unanimous approval of the Project Coordinators.

(e) The Project Leaders will provide reports to their respective Project Coordinators in accordance with the accepted procedures in that country, which will note the status of the Project with respect to schedules, milestones, and budgets.

Article 7: Reporting

Semi-annual reports shall be prepared jointly by the Project Leaders continuing for a period of three years. For two more years the MERH shall provide annual reports to the U.S. project coordinator covering the work done, system performance, results achieved, funds expended and milestones completed.

[1] Not printed.

Article 8: Disputes

Any dispute in the interpretation or implementation of the terms of this Memorandum of Understanding shall be referred to the signatories of this Memorandum of Understanding.

Article 9: Exchange of Staff

Whenever an exchange of staff is contemplated under this Agreement, each Party shall ensure that qualified staff are selected for attachment to the other Party. Each party shall be responsible for the salaries, insurance and allowances to be paid to its staff. Each Party shall pay for the travel and living expenses of its staff while on attachment to the host Party unless otherwise agreed. Each Party shall provide all necessary assistance to the attached staff of the other Party as regards administrative formalities (travel arrangements, hotel reservations, etc.). The staff of each Party shall conform to the general and special rules of work and safety regulations in force at the host establishment.

Article 10: Scientific Equipment

All Parties agree that in the event scientific equipment (e.g., meteorological instruments and insolometers) is to be exchanged or supplied by one Party to another, the following provisions shall apply covering the shipment and use of agreed equipment:

1. The sending Party shall supply as soon as possible a detailed list of the equipment to be provided together with the relevant specifications and technical and other documentation.

2. The equipment and necessary spare parts supplied by the sending party for use in joint projects shall remain its property and shall be returned to the sending Party upon completion of the mutually agreed upon activity unless otherwise agreed. The host establishment shall provide the necessary premises for the equipment in accordance with technical requirements which shall be as mutually agreed.

3. The equipment provided by the sending Party for carrying out mutually agreed upon activities shall be considered to be scientific, not having a commercial character.

4. The receiving Party shall be responsible for safekeeping and insurance en route from authorized port of entry to the ultimate destination and return.

Article 11: Public Information

Release of public information regarding this Program may be made by either of the Parties after suitable consultation with the other Party.

Article 12: Customs and Visas

The Parties will endeavor to arrange for free customs clearance for all equipment required for this Program. The U.S. and Gabon each will use its best efforts to facilitate the issuance of visas for the personnel of the other side, including contractors participating in the Program.

Article 13: Amendments

Either of the Parties may propose to the other amendments to this Memorandum of Understanding in writing. Agreements on such amendments shall be established by the Parties in the form of annexes to this Memorandum of Understanding.

Article 14: Entry Into Force and Duration

This Memorandum of Understanding shall enter into force upon signature and shall remain in force for a period of three (3) years, at which time the Program objectives are expected to have been met except for reporting requirements.

The Memorandum of Understanding may be extended by mutual agreement in writing and may be terminated in whole or with respect to any area of cooperation under this Memorandum of Understanding at any time at the discretion of either of the Parties upon one-hundred-twenty (120) days advance notification in writing.

Article 15: Other Agreements

The Provisions of this Agreement shall not affect the rights or duties of the Parties under other agreements or arrangements. This Agreement also in no way precludes commercial firms or other legally constituted enterprises in each of the two countries from engaging in commercial dealings in accordance with the applicable laws of each country; nor does it preclude the Parties from engaging in activities with other governments or persons.

Article 16: Laws and Regulations

Activities under this Agreement shall be in accordance with laws and regulations of the countries of the Parties. All questions related to the Agreement shall be settled by the Parties by mutual agreement.

Article 17: Information and Intellectual Property

(a) Right to Publish. Subject only to copyright and patent restrictions, the Parties shall have the right to publish all information provided to or arising from this Memorandum of Understanding except pre-existing proprietary information.

(b) Reports on Work Performed Under this Memorandum of Understanding. The Project Coordinators shall jointly provide reports of all work performed under this Memorandum of Understanding and the results thereof, including studies, assessments, analyses, evaluations, other documentation, and pre-existing proprietary information, to the Parties.

(c) Pre-existing Proprietary Information. The Parties shall take all necessary measures in accordance with this paragraph, the laws of their respective countries and international law to protect pre-existing proprietary information provided under this Memorandum of Understanding. For the purposes of this Memorandum of Understanding, proprietary information shall mean information of a confidential nature such as trade secrets and know-how (for example, computer programs, design procedures and techniques, chemical composition of materials, or manufacturing methods, processes, or treatments) which is appropriately marked, provided such information:

(1) Is not generally known or publicly available from other sources;

(2) Has not previously been made available by the owner to others without obligation concerning its confidentiality; and

(3) Is not already in the possession of the recipient Party without obligation concerning its confidentiality.

It shall be the responsibility of either Party supplying pre-existing proprietary information to identify the information as such and to ensure that it is appropriately marked.

(d) Copyright. Either of the Project Coordinators may take appropriate measures necessary to protect copyrightable material generated under this Memorandum of Understanding. Either Project Coordinator may obtain copyrightable material, provided that, both Parties may reproduce and distribute such material, but neither Party shall publish such material with a view to profit, except as otherwise agreed by the Parties.

(e) Arising Inventions. Inventions made or conceived in the course of or under this Memorandum of Understanding (arising inventions) shall be owned by MERH in Gabon and by DOE in the United States and in third countries.

(f) Additional Provisions. Any other issues concerning the publication, distribution, handling, protection, and ownership of information and intellectual property arising from this Memorandum of Understanding shall be determined by the Parties acting in conformity with this Memorandum of Understanding. Each Party shall take all necessary steps to provide the cooperation from its inventors and authors required to carry out this Article. Each Party shall assume the responsibility to pay awards or compensation to be paid to its own nationals according to its own laws.

Done this 4th day of February, 1982, in duplicate in the French and English languages, both texts being equally authentic.

For the Department of Energy
of the United States
of America
Ambassador of the United States
to Gabon
Francis Terry McNamara

For the Ministry of Energy
and Hydraulic Resources
of Gabon
The Minister
D. Divungi-Di-Ndinge

ATTACHMENT

The Program

A. Background

The U.S. Department of Energy (DOE) is pursuing a National Photovoltaic Conversion Program aimed at developing cost-competitive photovoltaic power systems. This program has been divided into several areas of responsibility, one of which is the Photovoltaic Stand-Alone Applications Project which is managed for the DOE by NASA-Lewis Research Center (LeRC) in Cleveland, Ohio, under IA No. DE-A101-79ET-20485. The objectives of the Photovoltaic Stand-Alone Applications Project are (1) to develop and demonstrate, in partnership with users, stand-alone applications which represent a potentially large market and (2) to develop the supporting system and component technology.

The Republic of Gabon is actively pursuing programs of rural development to improve the quality of life and increase the economic productivity in rural areas. In this regard, the Republic of Gabon is interested in the practical applications of solar photovoltaic energy in meeting a number of primary needs of rural development.

At the invitation of the Minister of Energy and Hydraulic Resources, Republic of Gabon, two NASA-Lewis Research Center representatives visited Gabon on February 12-20, 1980, for discussions of a possible joint, cost-shared demonstration of photovoltaic applications for rural villages. Subsequently, on March 3, 1980, President Omar Bongo, President, Republic of Gabon, in a letter to the U.S. Ambassador to Gabon, indicated his interest in proceeding with photovoltaic demonstrations in four villages to supply electricity for the following public services: health, education, water supply and area lighting.

B. Program Description: Goal and Purpose

The goal of the Program is to demonstrate the technical, economic, and social value of photovoltaic power systems in assisting development and improving the quality of life in rural areas of Gabon. The scope of the Program is limited to four selected public service sector applications and to four villages and should be viewed as a verification activity precedent to the eventual large-scale purchase, from sources not limited to a single supplier, and deployment of solar photovoltaic systems in Gabon's rural development programs.

The Program will be designated to demonstrate the capability of photovoltaic power to meet minimal energy needs for the following important public sector applications: health, education, water supply, and area lighting.

The specific purposes of the Program are to provide information to Gabonese policy-makers that will assist them in decisions concerning the large-scale adoption of this renewable energy technology in rural development and to support the objectives of the U.S. National Photovoltaic Conversion Program which is directed to developing cost-competitive energy systems through market stimulation.

C. Sub-Program 1 - Village Energy Demonstration

The objective of this program element is to demonstrate the capability of photovoltaic technology to supply the energy required for specific public service sectors in rural areas of Gabon.

Four villages situated in different provinces have been selected by the Government of Gabon as demonstration sites. The villages and respective provinces are:

Bougandji (Haut-Ogooue)
Nyali (Nyanga)
Donguila (Estuaire)
Bolossoville (Woleu N'tem)

There will be four public service applications powered by photovoltaic systems. Program responsibility will embrace both the photovoltaic power supply and the associated electrical loads. The application/site and the respective electrical loads are as follows:

Health/Dispensary - lighting, ventilation, and a medical refrigerator;

Education/School - lighting and audio-visual teaching equipment;

Water Supply/TBD - water pump, storage and distribution system (excluded is well drilling and casing);

Area Lighting/TBD - outdoor pole light.

The demonstration will be conducted in two phases. Phase I, System Definition, will involve conceptual design, cost analysis, and preparation of specifications, requests for proposals and bidding documents. This phase will include site visits to each of the villages by a team of experts to define requirements. Phase II will cover the award and implementation of a contract for the design, fabrication, checkout, installation, and monitoring of the solar photovoltaic power systems.

Detailed description, plans, schedule, and resource requirements for this element of the Program will be incorporated in the Implementation Plan.

D. Sub-Program 2 - Training

There is a growing interest in alternative, renewable energy sources in Gabon, on the part of policy makers and technical personnel. This interest is found within the Ministry of Energy and Hydraulic Resources, as well as in the Ministries in charge of Health, Telecommunications, and Agricultural Development. It is recognized that there is a need for a better understanding of the technologies involved, their economics, and their practical application.

The need for training in photovoltaic renewable energy exists at two levels: at the policy level, there is a need to develop an appreciation of what photovoltaics can contribute to Gabon's rural development and future energy needs, as well as understanding of present and projected costs. At the technical level, engineers, economists, and various development officials need a complete understanding of the technology, its cost, application, and system features.

E. Sub-Program 3 - Evaluation

The objective of this portion of the Program is to provide an evaluation of the role of photovoltaic renewable energy technology in supporting rural development in Gabon.

To provide the necessary information for the evaluation, assessments will be carried out during the course of the Program on pertinent technical, economic and social aspects of the Program. Three assessments are identified at this time:

(1) Village Level, Socio-Economic Assessment by the MERH;

(2) PV System Technical Assessment by NASA LeRC; and

(3) Study of the Economic/Financial Implications of the Large-Scale Introduction of PV Systems in Gabon by NASA LeRC and MERH.

Detailed description, plans schedule, and resource requirements will be incorporated in the Implementation Plan.

F. Implementation Plan

The purpose of the Implementation Plan is to document and describe for this joint Program, the activities to be carried out and provide the necessary detailed plans, schedules, and resource requirements. The following will be covered in the Implementation Plan:

(1) Village Energy Demonstration Plan;

(2) Training Plan;

(3) Evaluation Plan;

(4) Management Plan;

(5) Procurement Plan;

(6) Schedules; and

(7) Resources Plan.

MEMORANDUM D'ACCORD

ENTRE

LE MINISTERE DE L'ENERGIE ET DES RESSOURCES HYDRAULIQUES DE LA REPUBLIQUE GABONAISE

ET

LE DEPARTEMENT DE L'ENERGIE DES ETATS-UNIS D'AMERIQUE

RELATIF A

UN PROGRAMME COMMUN DE DEMONSTRATION SUR LA CONVERSION PHOTOVOLTAIQUE DE L'ENERGIE SOLAIRE AU GABON

Article 1: Objectif

Le Ministère de l'Energie et des Ressources Hydrauliques (MERH) de la République Gabonaise et le Département de l'Energie des Etats-Unis (DOE) ont convenu de diriger un programme triennal commun relatif à l'énergie solaire afin de démontrer la valeur technique, économique et sociale que les réseaux d'énergie photovoltaique présentent pour le développement et l'amélioration de la qualité de la vie dans les régions rurales du Gabon. Ce programme commun se limite à quatre applications dans le secteur des services publics et à quatre villages. Le présent mémorandum d'accord définit l'accord intervenu entre les parties susmentionnées en ce qui concerne la mise à exécution du programme décrit ci-dessous.

Article 2: Le programme

Le programme comporte trois activités complémentaires: 1) la démonstration de l'utilisation de l'énergie photovoltaique dans le développement rural du Gabon 2) la formation visant à développer les capacités technologiques du Gabon et à appliquer la conversion photovoltaique et 3) l'évaluation des aspects techniques, économiques et sociaux de la démonstration. La pièce jointe intitulée "Le Programme" développe en détail la définition du programme donnée ci-dessus. Dans les limites de ladite définition, les éléments de la description figurant dans la pièce jointe peuvent être modifiés sur accord mutuel écrit des coordonnateurs de projet sans avoir recours à un amendement formel du présent mémorandum d'accord.

Article 3: Arrangements financiers

"Le coût du programme ne devrait pas dépasser 1.600.000 dollars répartis ainsi:

-- 1.000.000 de dollars pour les équipements et les prestations en dehors du Gabon. Ces dépenses sont supportées de façon égale par le Gabon et les Etats-Unis, à concurrence de 500.000 dollars pour chacune des deux parties. Cependant si le programme est élargi sur accord mutuel des parties, il est entendu que les Etats-Unis et le Gabon se partageront également les coût ainsi augmentés.

-- 600.000 dollars pour la réalisation des forages, et les prestations locales au Gabon. Cette dépense est supportée intégralement par la Répubique Gabonaise.

De plus, il est entendu que le Gabon et les Etats-Unis prendront à leur charge toutes les dépenses relatives à leurs propres fonctionnaires affectés à la gestion et à l'appui du programme, y compris les dépenses touchant aux salaires, aux prestations sociales et aux indemnités de voyage et de subsistance. Aucun prélèvement ne sera fait sur le million de dollars constituant les ressources du programme afin de couvrir les indemnités de voyage et de subsistance, sauf en ce qui concerne celles qui touchent à la formation, telle que définie dans la pièce jointe. Des fonds destinés au programme seront transférés à la NASA par le MERH dès que possible après la signature du présent accord. Les termes et

conditions du transfert de fonds par le MERH à la NASA et de l'ouverture d'un compte de dépôts seront définis dans un accord distinct entre les Parties ou les personnes désignées par elles. Il est entendu que la capacité des Parties de s'acquitter de leurs obligations au titre du présent accord dépend des disponibilités en crédits.

Article 4: Responsabilités relatives au programme

I. Responsabilités du DOE

Le DOE, au titre d'un accord interministériel avec la NASA, chargera le Lewis Research Center (LeRC) de s'employer de son mieux à accomplir les tâches suivantes:

a) Effectuer des visites sur les lieux dans chacun des villages afin de définir les besoins relatifs au réseau d'énergie photovoltaique;

b) Mettre en oeuvre la phase I (définition du réseau), y compris le schéma théorique, l'analyse des coûts et l'élaboration du cahier des charges, les appels d'offres;

c) Mettre en oeuvre la phase II (démonstration dans un village), y compris la passation et la mise à exécution d'un contrat relatif à la conception, la mise à l'essai, l'installation et le contrôle de réseaux d'énergie photovoltaique;

d) Fournir des renseignements aux Gabonais responsables de l'établissement des politiques en insistant sur la contribution que la conversion photovoltaique peut apporter au développement rural, sur la façon dont elle peut répondre aux besoins en énergie actuels et futurs, y compris les coûts actuels et projetés; et assurer la formation technique en mettant l'accent sur la technologie, son coût et son application et sur les caractéristiques du réseau;

e) Appuyer, comme convenu, le MERH dans l'évaluation des aspects techniques et économiques du programme.

II. Responsabilités du MERH

Pour sa part, le MERH s'emploiera de son mieux à s'acquitter des responsabilités suivantes:

a) Appuyer, comme convenu, le DOE dans la mise en oeuvre des Phases I et II (démonstration dans un village), y compris les visites des sites;

b) Sélectionner le personnel gabonais qui convient tant au niveau technique qu'à celui de l'établissement des politiques pour l'instruire des questions touchant à l'énergie photovoltaique renouvelable;

c) Evaluer les aspects techniques, économiques et sociaux du rôle de la technologie de l'énergie photovoltaique dans le développement rural du Gabon

III. Responsabilités communes

Les chefs de projets établiront ensemble un plan d'exécution donnant la description détaillée, les plans, le calendrier des travaux et les besoins en ressources du programme.

Article 5: Responsabilité

Le DOE et le MERH conviennent que, en ce qui concerne les dommages corporels ou autres causés à des personnes ou à des biens auxquels il est fait appel pour des activités entreprises au titre du présent accord, ni le DOE ni le MERH ne présentera aucune demande d'indemnisation relative au préjudice corporel ou à la mort de ses propres employés ou de ceux de ses entrepreneurs ou sous-traitants, ou relative aux dommages causés à ses propres biens ou à ceux de ses entrepreneurs ou sous-traitants, du fait d'activités résultant du projet ou y afférentes, que ces dommages corporels, morts ou autres dommages soient entrainés par la négligence ou de toute autre manière.

L'indemnité pour les dommages subis par d'autres personnes ou par des biens au cours de l'exécution de ce contrat sera conforme aux lois applicables dans le pays de chaque partie.

Article 6: Gestion

a) Le DOE et le MERH désignent un coordonnateur de projet, chacun chargé d'agir en leur nom pour toutes les questions concernant la coopération prévue par le présent mémorandum d'accord. Toutes les décisions sont prises à l'unanimité.

b) Les coordonnateurs de projet se partagent la responsabilité globale de l'examen annuel, de l'approbation et de la surveillance de l'application des dispositions techniques et budgétaires.

c) Chaque Partie nomme un chef de projet chargé des détails de la gestion de ce projet. Les chefs de projet relèvent de leur coordonnateur de projet respectif pour les relations de travail entre les Parties. Conformément au mémorandum d'accord entre le DOE et la NASA en date du 23 Juin 1975, amendé le 21 Mars 1978, la NASA a désigné le NASA LeRC comme chef de projet pour les Etats-Unis.

d) Le travail quotidien de gestion et d'exécution du projet est assuré pour les chefs de projet. Ces derniers accomplissent les tâches énoncées dans le plan d'exécution. Ils peuvent demander assistance au DOE pour désigner l'appui administratif et technique nécessaire à l'exécution opportune du projet, conformément à l'approbation unanime des coordonnateurs de projet.

e) Les chefs de projet soumettent à leurs coordonnateurs respectifs des rapports établis conformément aux procédures acceptées dans le pays hôte et qui informent de l'état d'avancement du projet en ce qui concerne le calendrier des travaux, les étapes importantes et les budgets.

Article 7: Rapports

Les chefs de projet élaborent ensemble des rapports semestriels pendant une période de trois ans. Pendant deux ans de plus, le MERH fournit au coordonnateur de projet des Etats-Unis des rapports annuels faisant état des travaux accomplis, de la performance du réseau, des résultats obtenus, des fonds dépensés et des étapes franchies.

Article 8: Différends

Tout différend relatif à l'interprétation ou l'application du présent mémorandum d'accord est renvoyé aux signataires dudit mémorandum.

Article 9: Echange de personnel

Toutes les fois qu'un échange de personnel est envisagé au titre du présent mémorandum, chaque Partie doit s'assurer que des personnes qualifiées sont sélectionnées pour leur affectation au service de l'autre Partie. Chaque Partie est responsable du salaire, de l'assurance et des allocations de son propre personnel. Chaque Partie couvre les frais de voyage et de subsistance de son personnel durant son affectation à l'autre Partie, à moins qu'il n'en soit convenu autrement. Chaque Partie fournit toute l'assistance nécessaire au personnel qui lui est affecté

par l'autre Partie en ce qui concerne les formalités administratives (arrangements de voyage, réservations d'hôtel, etc.). Le personnel de chaque Partie se conforme aux règlements généraux et spéciaux du travail et de la sécurité qui sont en vigueur dans l'établissement où il est affecté.

Article 10: Matériel scientifique

Les Parties conviennent que si le matériel scientifique (instruments météorologiques et isolamètres, par exemple) doit être échangé ou fourni par une Partie à l'autre, les dispositions qui suivent s'appliquent à l'expédition et à l'utilisation de matériel approuvé.

1. La Partie expéditrice fournit aussitôt que possible une liste détaillée du matériel à fournir accompagnée des spécifications pertinentes et des documents techniques et autres.

2. Le matériel et les pièces détachées nécessaires fournis par la Partie expéditrice pour être utilisés dans le cadre de projets communs demeurent sa propriété et sont rendus à la Partie expéditrice dès la fin de l'activité mutuellement approuvée, à moins qu'il n'en soit convenu autrement. L'établissement d'accueil fournit les sites d'accueil nécessaires au matériel, conformément aux conditions techniques qui sont décidées sur accord mutuel.

3. Le matériel fourni par la Partie expéditrice afin d'entreprendre les activités mutuellement approuvées est considéré comme étant de nature scientifique et non commerciale.

4. La Partie destinataire est responsable de la bonne garde du matériel, de l'assurance en route, depuis le port d'entrée autorisé jusqu'à la destination finale, et du retour dudit matériel.

Article 11: Informations publiques

La communication d'informations publiques concernant ce programme peut être faite par l'une quelconque des Parties après consultation appropriée avec l'autre Partie.

Article 12: Douanes et visas

Les Parties s'efforcent d'obtenir l'entrée en franchise de douane de tout le matériel requis pour ce programme. Les Etats-Unis et le Gabon

mettent tout en oeuvre pour faciliter réciproquement l'octroi de visas aux membres du personnel en déplacement, y compris les entrepreneurs participant au programme.

Article 13: Amendements

L'une quelconque des Parties peut proposer à l'autre par écrit des amendements au présent mémorandum d'accord. L'approbation de tels amendements est effectuée par les Parties sous forme d'annexes au présent mémorandum d'accord.

Article 14: Entrée en vigueur et durée

Le présent mémorandum d'accord entre en vigueur à sa signature et le demeure pendant une période de trois (3) ans, délai prévu pour la réalisation des objectifs, à l'exception de la soumission obligatoire de rapports.

Le présent mémorandum d'accord peut être reconduit sur accord mutuel et par écrit et peut être résilié dans sa totalité ou en ce qui concerne tout domaine de coopération prévu par le présent mémorandum à tout moment et à la discrétion de l'une quelconque des Parties sur préavis écrit cent vingt (120) jours avant la date prévue pour sa résiliation.

Article 15: Autres accords

Les dispositions du présent accord ne modifient pas les droits ou obligations des Parties liées par d'autres accords ou arrangements. De plus, le présent accord n'empêche pas les établissements commerciaux ou autres entreprises légalement fondées dans chacun des deux pays de se livrer à des activités commerciales conformément aux lois en vigueur dans chacun des pays. Il n'empêche pas non plus les Parties de se livrer à des activités avec d'autres gouvernements ou d'autres personnes.

Article 16: Lois et règlements

Les activités entreprises au titre du présent accord le sont conformément aux lois et règlements des pays des Parties concernées. Toutes questions touchant à l'accord sont tranchées par les Parties sur accord mutuel.

Article 17: Informations et propriété intellectuelle

a) Droit de publication. Sous seule réserve des restrictions touchant aux droits d'auteur et aux brevets, les Parties ont le droit de publier toutes les informations fournies pour les besoins du présent mémorandum ou résultant de son application, à l'exception des informations de propriété exclusive préexistantes.

b) Rapports sur les travaux accomplis au titre du présent mémorandum d'accord. Les coordonnateurs de projet fournissent aux Parties des rapports communs sur tous les travaux exécutés au titre du présent mémorandum d'accord et sur leurs résultats, y compris les études, estimations, analyses, évaluations et toute autre documentation, ainsi que les informations de propriété exclusive préexistantes.

c) Informations de propriété exclusive préexistantes. Les Parties prennent toutes les mesures nécessaires conformément au présent paragraphe, aux lois de leur pays respectif et au droit international afin de protéger les informations de propriété exclusive préexistantes fournies en application du présent mémorandum d'accord. Aux fins du présent mémorandum d'accord, le terme "informations de propriété exclusive" signifie une information de nature confidentielle telle que les secrets et procédés industriels et commerciaux (par exemple, les programmes informatisés, les procédés et méthodes de conception technique, la composition chimique de matériaux ou les méthodes, transformation ou traitement entrant dans la manufacture) qui est bien identifiée comme telle, à condition que ladite information:

1) ne soit généralement pas connue ou rendue publiquement disponible à partir d'autres sources;

2) n'ait pas été antérieurement mise par son détenteur à la disposition d'autres personnes sans engagement quant à son caractère confidentiel et

3) ne soit pas déjà en la possession de la Partie destinataire sans engagement quant à son caractère confidentiel.

Chaque Partie fournissant des informations de propriété exclusive préexistantes a la responsabilité de les identifier comme telles et de s'assurer qu'elles portent une mention à ce titre.

d) Droits d'auteur. Chacune des Parties peut prendre les mesures nécessaires pour protéger la documentation élaborée au titre du présent mémorandum d'accord et susceptible de bénéficier du régime de droits d'auteur.

Chacun des coordonnateurs de projet peut obtenir des documents susceptibles de bénéficier du régime de droits d'auteurs, étant entendu que les deux Parties peuvent reproduire et circuler de tels documents sans toutefois les publier à des fins lucratives, à moins qu'elles en aient convenu autrement.

e) Inventions. Les inventions issues des travaux exécutés dans les délais du présent mémorandum ou au titre du présent mémorandum d'accord sont propriété du MERH au Gabon et du DOE aux Etats-Unis et dans des pays tiers.

f) Dispositions supplémentaires. Toutes autres questions concernant la publication, la distribution, le traitement, la protection et la propriété industrielle découlant du présent mémorandum d'accord sont déterminées par les Parties agissant conformément au présent mémorandum d'accord. Chaque Partie prend toutes les mesures nécessaires pour assurer la coopération de ses inventeurs et auteurs requis d'observer les dispositions du présent article. Chacune des Parties assume la responsabilité des indemnités ou dédommagements devant être octroyés à ses propres ressortissants conformément à ses propres lois.

Fait le 4 Février 1982, en langues française et anglaise, les deux textes faisant également foi.

Pour le Département de l'Energie des Etats-Unis d'Amérique.
L'Ambassadeur des Etats-Unis au Gabon

Francis Terry McNAMARA

Le Ministre de l'Energie et des Ressources Hydrauliques du Gabon

D. DIVUNGI-DI-NDINGE

PIECE JOINTE

Le programme

A. Généralités

Le Département de l'Energie des Etats-Unis (DOE) poursuit un programme national de conversion photovoltaique destiné à établir des réseaux d'électricité photovoltaique d'un coût compétitif. Ce programme a été divisé en plusieurs domaines de responsabilité, dont un est le projet d'applications indépendantes de la conversion photovoltaique qui est administré pour le compte du DOE par le NASA-Lewis Research Center (LeRC) à Cleveland (Ohio), au titre de l'autorisation budgétaire IA No. DE-A101-79ET-20485. Ce projet a pour objectifs 1) de concevoir et démontrer, avec la participation des utilisateurs, des applications indépendantes qui représentent un marché potentiellement vaste et 2) d'établir le réseau d'appui et la technologie des composantes.

La République Gabonaise poursuit activement des programmes de développement rural afin de relever la qualité de la vie et d'accroître la productivité économique dans les zones rurales. A cet égard, la République Gabonaise s'intéresse aux applications pratiques de l'énergie solaire soumise à la conversion photovoltaique pour répondre à un certain nombre de besoins essentiels du développement rural.

A l'invitation du Ministre de l'Energie et des Ressources Hydrauliques du Gabon, deux représentants du NASA-Lewis Research Center se sont rendus au Gabon du 12 au 20 Février 1980 pour y discuter la possibilité d'une démonstration commune, dont les coûts seraient partagés, d'applications de l'énergie photovoltaique dans les villages. Par la suite, le 3 Mars 1980, le Président Omar Bongo a, dans une lettre adressée à l'Ambassadeur des Etats-Unis au Gabon, manifesté son intérêt à l'égard de démonstrations du procédé photovoltaique à effectuer dans quatre villages afin de fournir à ceux-ci de l'électricité pour les services publics suivants: santé, éducation, distribution d'eau et éclairage public.

B. Description du programme: But et objectif

Le programme a pour but de démontrer la contribution technique, économique et sociale des réseaux d'électricité photovoltaique au développement rural et à l'amélioration de la qualité de la vie dans les zones rurales du Gabon. Le champ du programme se limite à quatre applications dans le secteur des services publics et à quatre villages. Il devrait être considéré comme une activité de vérification précédant, éventuellement, l'achat massif et la mise en place, sans exclusivité d'origine, de réseaux d'énergie photovoltaique dans le cadre des programmes de développement rural du Gabon.

Le programme sera destiné à démontrer la capacité de l'énergie photovoltaique de répondre aux besoins minimes du Gabon en ce qui concerne les importantes applications suivantes dans le secteur public: santé, éducation, distribution d'eau et éclairage public.

Le programme a pour objectifs particuliers de fournir aux Gabonais responsables des politiques des informations qui les aideront dans la prise de décisions concernant l'adoption généralisée de cette technologie d'énergie renouvelable dans le développement rural et d'appuyer les buts du programme national des Etats-Unis en matière de conversion photovoltaique dont le propos est de développer des réseaux d'énergie d'un coût compétitif au moyen de la stimulation des marchés.

C. Sous-programme 1 - Démonstration dans les villages

Cet élément du programme a pour objectif de démontrer la capacité que possède la technologie voltaique de fournir l'énergie requise par certains services publics dans les régions rurales du Gabon.

Quatre villages situés dans des provinces différentes ont été retenus par le gouvernement du Gabon comme sites de démonstration. Les villages et leurs provinces respectives sont:

Bougandji(Haut-Ogooué)
Nyali (Nyanga)
Donguila (Estuaire)
Bolossoville (Woleu N'Tem)

Quatre applications aux services publics se feront au moyen de réseaux photovoltaiques. Le programme prévoira la fourniture d'énergie photovoltaique ainsi que les besoins en électricité auxquels répondre. Les éléments applications-site et les demandes d'électricité respectives sont les suivants:

Santé/Dispensaire - éclairage, ventilation et un réfrigérateur médical;

Education/Ecole - éclairage et matériel d'enseignement audio-visuel;

Distribution d'eau (à déterminer) - pompe à eau et système de distribution (à l'exception du forage et du cuvelage de puits);

Eclairage public (à déterminer) - Lampadaire extérieur.

La démonstration se fera en deux phases. La phase I (définition du réseau) comportera la conception technique, l'analyse des coûts et l'élaboration des cahiers des charges et des appels d'offres. Cette phase incluera la visite de chacun des villages par une équipe d'experts pour définir les besoins. La phase II comportera la passation et la mise en oeuvre d'un contrat pour la conception, la fabrication, l'essai, la mise en place et la vérification des réseaux d'énergie photovoltaique.

La description détaillée, les plans, le calendrier des travaux et les besoins en ressources relatifs à cet élément du programme seront incorporés au plan d'exécution.

D. Sous-programme 2 - Formation

Les responsables des politiques à suivre et le personnel technique du Gabon attachent un intérêt croissant pour les sources d'énergie renouvelable et optionnelle. Cet intérêt se manifeste au sein du Ministère de l'Energie et des Ressources Hydrauliques ainsi que dans les ministères ayant en charge la santé, les télécommunications, le développement agricole... Il est admis que le besoin se fait sentir de mieux comprendre les technologies concernées, leurs aspects économiques et leurs applications.

Le besoin de formation en matière d'énergie photovoltaique renouvelable est constaté à deux niveaux: au niveau des politiques, il faut faire prendre conscience de la contribution que la conversion photovoltaique peut apporter au développement rural du Gabon et à ses besoins futurs en énergie, ainsi que comprendre quels sont les coûts actuels et projetés. Au niveau technique, les ingénieurs, les économistes et divers autres responsables du développement ont besoin de comprendre totalement la technologie, ses coûts, ses applications et les caractéristiques du réseau qu'elle prévoit.

E. Sous-programme 3 - Evaluation

Ce sous-programme a pour but de fournir une évaluation du rôle de la technologie photovoltaique dans l'appui du développement rural du Gabon.

Afin de fournir les informations nécessaires à l'évaluation, il sera procédé, au cours du programme, à des appréciations des aspects techniques, économiques et sociaux du programme. Trois appréciations sont indentifiées:

1) au niveau du village, appréciation socio-économique effectuée par le MERH;

2) appréciation technique du réseau photovoltaique par le NASA-LeRC et le MERH.

3) étude, par le NASA-LeRC et le MERH, des implications économico-financières de l'introduction généralisée de réseaux photovoltaiques au Gabon.

Une description détaillée, un calendrier des plans et une énumération des besoins en ressources seront incorporés au plan d'exécution.

F. Plan d'exécution

Le but du plan d'exécution est de documenter et de décrire, pour ce programme commun, les activités à entreprendre et de fournir les plans détaillés nécessaires, les calendriers et un bilan des besoins en ressources. Le plan d'exécution comprendra les éléments suivants:

1) plan de démonstration dans les villages

2) plan de formation

3) plan d'évaluation

4) plan de gestion

5) plan relatif aux achats

6) calendrier

7) bilan des ressources.

NATO MAINTENANCE AND SUPPLY ORGANIZATION (NAMSO)

Defense: Logistic Support, Supplies and Services

Agreement signed at Stuttgart-Vaihingen February 2, 1982; Entered into force February 2, 1982.

Agreement No.
US-NM-01

BASIC AGREEMENT
BETWEEN
THE NATO MAINTENANCE AND SUPPLY ORGANIZATION (NAMSO)
AND
THE UNITED STATES EUROPEAN COMMAND (USEUCOM)
ON
MUTUAL SUPPORT

The NATO Maintenance and Supply Organization (NAMSO), represented by the General Manager of the NATO Maintenance and Supply Agency (NAMSA),
and
the United States European Command (USEUCOM), represented by the Deputy Commander in Chief, Headquarters, USEUCOM

Considering the NAMSO Charter, as approved by the North Atlantic Council on November 4, 1964, as amended, and in particular Article 6(a) of the said Charter;

Considering the United States Public Law 96-323 "NATO Mutual Support Act of 1979," enacted 4 August 1980;[1]

Considering the statement made by the United States NAMSO Board of Directors' Representative at the meeting held on 26-27 November 1980 (reference NM(81)BOD/R/85, dated 2 February 1981, item XII)

Noting the decision taken by the NAMSO Board of Directors on 2-3 December 1981 (reference NM(81)BOD/DS/87, dated 16 December 1981, item XIV)

Hereby agree as follows:

ARTICLE I

DEFINITIONS

As used in this Agreement and in any implementing arrangements which provide specific procedures, the following definitions apply:

a. NAMSO - NATO Maintenance and Supply Organization. A subsidiary body of NATO established by the North Atlantic Council pursuant to Article 9 of the North Atlantic Treaty[2] and in conformity with the Agreement on the Status of the North Atlantic Treaty Organization, National Representatives and International Staff,[3] signed in Ottawa on 20th September 1951 (Ottawa Agreement).

b. NAMSO Board of Directors. Legislative body of NAMSO, composed of a representative of each state which is a member of NAMSO.

[1] 94 Stat. 1016; 10 U.S.C. § 2321.
[2] Signed Apr. 4, 1949. TIAS 1964; 63 Stat. 2244.
[3] TIAS 2992; 5 UST 1087.

c. NAMSO Directives. Directives and general policy decisions approved by the NAMSO Board of Directors to enable NAMSO to carry out its mission.

d. NAMSA - NATO Maintenance and Supply Agency. The executive body of NAMSO.

e. Implementing Arrangement. An implementing arrangement is a supplementary arrangement related to specific equipment or events, which sets forth the additional terms and conditions which further define and carry out this Agreement. Each party will follow its own procedures for approval prior to signature.

f. Order. An order, when in its proper form and signed by an authorized official, is a request for the provision of specific logistic support, supplies, or services pursuant to this Agreement and applicable implementing arrangements.

g. Invoice. Invoices are those documents from the supplying party which request reimbursement or payment for specific logistic support, supplies, and services rendered pursuant to this Agreement and the applicable implementing arrangements.

h. United States European Command (USEUCOM) Component Commands. United States Army, Europe (USAREUR); United States Naval Forces, Europe (USNAVEUR); and United States Air Forces in Europe (USAFE).

i. Europe and Adjacent Waters. The North Atlantic Treaty area as defined in the North Atlantic Treaty (amended by The Protocol on the Accession of Greece, Turkey, and the Federal Republic of Germany), excluding North America.

j. Logistic Support, Supplies and Services. Storage services, use of facilities, training services, spare parts and components, repair and maintenance services, and accessorial tasks thereto.

ARTICLE II

PURPOSE

This Agreement establishes basic terms and conditions for provision of mutual logistic support, supplies, and services.

ARTICLE III

APPLICABILITY

This Agreement applies only to military forces deployed in Europe and adjacent waters, and in the case of United States Forces, to logistic support, supplies, and services in the inventory or otherwise under the jurisdiction and control of United States Forces deployed in Europe and adjacent waters. This Agreement is applicable during peacetime as well as during NATO alert and/or war.

ARTICLE IV

BASIC TERMS AND CONDITIONS

1. The United States, consistent with its laws, regulations and priorities, and NAMSO, consistent with its charter, NAMSO directives, regulations and priorities, agree to cooperate in providing the other party logistic support, supplies and services. Subject to the foregoing and in accordance with the provisions of this Agreement, implementing arrangements may set forth more specific standards of compliance.

2. The parties agree that the transfer of logistic support, supplies, and services between the parties shall be accomplished by orders issued and accepted under applicable implementing arrangements. All transactions will be based upon implementing arrangements. Implementing arrangements may be negotiated on the part of the United States by USEUCOM, USEUCOM Component Commands, and any other properly authorized organization or agency. The transfer documents taken together must set forth all necessary details, terms, and conditions to carry out the transfer including the data elements in Annex A. The parties will endeavor to adopt standard order forms for placing orders under implementing arrangements, which, when agreed, will become an annex to the implementing arrangements without further formalities. Implementing arrangements will generally identify those personnel authorized to issue and accept orders under the implementing arrangement. The parties will notify each other of specific authorization or limitations on those personnel able to issue or accept orders directly under an implementing arrangement.

3. For any logistic support, supplies, or services, the parties may negotiate for payment either in cash in the currency specified by the supplying party (a "reimbursable transaction") or payment in kind (an "exchange transaction"). Accordingly, the receiving party will pay the supplying party in conformance with either 3a or 3b below.

a. Reimbursable Transactions. The supplying party will submit invoices to the receiving party after delivery or performance of the logistic support, supplies, or services. Both parties will maintain records of all transactions, and the parties will pay outstanding balances not less frequently than quarterly. Each party will price in accordance with its own regulations.

b. Exchange Transactions. Both parties will maintain records of all transactions, and the receiving party will pay the supplying party in kind by transferring to the supplying party logistic support, supplies, or services that are identical or substantially identical to the logistic support, supplies, or services delivered or performed by the supplying party and which are satisfactory to the supplying party. If the receiving party does not pay in kind within the terms of a replacement schedule, agreed to or in effect at the time of the original transaction with timeframes which may not exceed twelve (12) months from the date of the original transaction, the transaction shall be deemed a reimbursable transaction and governed by paragraph 3a above.

4. The invoice will contain an identification of this Agreement and an applicable implementing arrangement and will be in the format set forth by the supplying organizations. The invoice will be accompanied by evidence of receipt by the party receiving the logistic support, supplies, or services.

5. In all transactions involving the transfer of logistic support, supplies, or services, the recipient party agrees that such logistic support, supplies, or services will not be retransferred, either temporarily or permanently, by any means to other than the forces of the receiving party or a NATO government or a NATO subsidiary body or agent thereof without the prior written consent of the supplying party.

ARTICLE V

EXCLUDED CHARGES

Provisions of tax and customs relief agreements will be applied to the maximum extent allowable.

ARTICLE VI

INTERPRETATIONS AND APPLICATION

The parties agree to make an effort in good faith to resolve disagreements between NAMSO and USEUCOM with respect to the interpretation or application of this Agreement. In the case of an implementing arrangement or transaction, the

parties to the arrangements or transactions will make an effort in good faith to resolve any disagreements with respect to the interpretation or application of the arrangement or transaction. This Agreement may be amended or supplemented by mutual consent at the request of either party.

ARTICLE VII

TERM

This Agreement shall take effect on the date of the last signature and shall remain in effect until terminated by either party giving six (6) months notice in writing. Any termination initiated by NAMSA shall be subject to prior agreement by the NAMSO Board of Directors.

Done at Stuttgart-Vaihingen, Germany

on 2 February 1982

For NAMSO

H. OMRENG
General Manager
of NAMSA

For USEUCOM

W. Y. SMITH
General, USAF
Deputy Commander in Chief

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ANNEX A

MINIMUM ESSENTIAL DATA ELEMENTS

(1) Support Agreement or implementing arrangement.

(2) Date of order.

(3) Country, ministry, department or command to be billed.

(4) Numerical listing of stock numbers or items, if any.

(5) Quantity and description of material and/or services requested.

(6) Quantity furnished.

(7) Unit of measurement.

(8) Unit price.

(9) Quantity furnished (as at 6), multiplied by unit price.

(10) Currency specified by the supplying party.

(11) Total order amount expressed in currency specified by the supplying party.

(12) Name (typed or printed) and signature and title of authorized ordering or requisitioning representative.

(13) Payee to be designated on remittance.

(14) Designation and address of office to which remittance is to be sent.

(15) Recipient's signature acknowledging services or supplies received on the requisition or order or a separate supplementary document and date.

(16) Document number of order or requisition.

(17) Receiving organization.

(18) Issuing organization.

(19) Transaction type.

(20) Fund citation or certification of availability of funds when applicable under parties procedures.

(21) Date and place of original transfer and in case of an exchange transaction, a replacement schedule including time and place of replacement transfer.

(22) Signature, name, date and title of authorized acceptance official.

(23) Additional special requirements, if any, such as transportation, packaging, etc.

(24) Limitation of liability.

(25) Remarks for internal use.

(26) Name, signature, date and title of official of supplying party who actually issues supplies or services.

REPUBLIC OF KOREA

Defense: Facilities for Improved Combined Defense Capabilities

Memorandum of agreement signed at Seoul February 2, 1982; Entered into force February 2, 1982.

Memorandum of Agreement
Between
The Ministry of National Defense ROK
and the United States Forces, Korea
Regarding
The Construction of Facilities at 2nd ID USA
To Improve Combined Defense Capabilities

聯合防禦能力 向上을 為한 美 2師団 施設建設에 関한
大韓民国 国防部와 駐韓美軍間의 合意覚書

Whereas the U.S. Government has determined a requirement exists at the Second
美合衆国 政府는 大韓民国 防禦를 為하여 美第2歩兵師団에 새로운
Infantry Division to construct new facilities to support the deployment of new
戦鬪体制의 展開를 支援키 為한 새로운 施設을 建設할 必要性이
combat systems required for the defense of the Republic of Korea; and, whereas
있음을 決定하였고 또한 大韓民国과 駐韓美軍이 聯合防衛能力 向上에
the combined defense improvement has been recognized by the ROK and USFK;
必要性을 認定하였으며,
and, whereas the ROK MND and USFK are willing to equitably support the facilities
大韓民国 国防部와 駐韓美軍은 建設될 施設을 公平하게 支援할 用意가
constructed, it is mutually agreed as follows:
있으므로 다음과 같이 相互 合意한다.

ARTICLE I
第 1 条

Those facilities shown on attachment 1 will be constructed within the allocated
美 第2歩兵師団에 155*mm* 및 8"砲 戦鬪電子情報大隊 및 AHIS TOW
appropriation ($7,500,000) to support the deployment of 155mm and 8 inch
미사일 体制의 展開를 支援하기 為해 別添 1에 明記된 施設을
artillery, a Combat Electronic Warfare Intelligence (CEWI) battalion and an
同 事業에 配定된 予算範囲 (750萬弗) 内에서 建設한다.
AHIS TOW missile system to the 2d Infantry Division.

ARTICLE II

第 2 条

The ROK will at its own expense:

大韓民国側 負担

a. Design and construct those facilities shown on attachment 1.

別添 1에 明記된 施設의 設計 및 施工

b. Upon completion of construction, the action will be taken to release

工事完工時 SOFA 節次에 依拠, 施設을 駐韓美軍에 運営 維持를

those facilities to the USFK in accordance with the established SOFA procedure

하도록 引継하는 措置를 取함.

for operation and maintenance.

c. Connect the facilities water, electric power, sanitary sewer, and storm

同 施設의 給水, 電気, 下水, 排水施設을

drainage systems to the respective existing US distribution and collection systems.

既存 美軍施設에 各各 連絡

ARTICLE III

第 3 条

The USFK will at its own expense:

駐韓美軍側 負担

a. Deploy, operate and maintain those systems addressed in Article I.

第 1 条에 明示된 体制의 展開 運営 및 維持

b. Operate, maintain and manage those ROK provided areas and facilities

韓国側이 本 合意覚書 第 2 条나項에 依拠 引継한

provided by the ROK in accordance with Article II b of this MOA.

施設의 運営, 維持 및 管理

c. Remove any existing facilities on the construction sites.

建設敷地의 既存施設物 撤去

d. USFK agrees to consult with the ROK prior to redeploying to other

美国側은 本 施設内에서 運用될 部隊나 体制가 大韓民国内의

locations within the ROK the units and systems which are deployed in the facilities.

다른 地域으로 再配置되는 境遇 事前에 大韓民国側과 協議하기로 한다.

USFK agrees to return these facilities to the ROK when they are no longer needed

駐韓美軍은 聯合防衛目的에 더 以上 必要하지 않게 될 때에는 이들

for the purposes of the combined defense.

施設物은 大韓民国側에 返還하기로 한다.

e. Cooperate to the fullest extent with the ROK to expedite the construction
本 施設工事를 促進하기 為하여 最大限 協力한다.
of these facilities.

ARTICLE IV

第 4条

Construction quality control and inspection will be the responsibility of the ROKA.
施工質 管理 및 監督은 大韓民国 陸軍의 責任이다.
The USFK will observe the construction to ensure that US requirements are met.
駐韓美軍은 美側要求에 対한 附合与否를 確認하기 為하여 施工을 観察한다.

ARTICLE V

第 5条

ROK Government authorized military and contractor personnel constructing the
大韓民国 政府에 依해 認可된 軍人 및 本施設工事契約 従事者는
facilities will be insured access to the construction site in accordance with
駐韓美軍 保安節次 規定에 依拠 工事場 出入이 保障된다.
security procedures established by USFK. USFK will provide support, as available
駐韓美軍은 可能한 限 規定이 許容하는 範囲内에서 工事促進을
and within regulations, to expedite construction.
為한 支援을 提供한다.

ARTICLE VI

第 6条

The USFK Engineer or his designated representative is the primary Point-of-Contact
駐韓美軍 工兵参謀 또는 同人이 指名하는 代表者는 駐韓美軍과
(POC) between USFK and the ROKG representative. This does not preclude technical
大韓民国 政府 代表間의 主된 連絡者가 된다. 但, 이는 極東地区
discussions and consultations on the job sites between representatives of the Far
工兵団 代表者 및 大韓民国 政府 代表者들間의 工事現場에서의
East District Engineer and representatives of the ROKG.
技術的인 討議와 協議를 排除하지 않는다.

ARTICLE VII
第 7 条

The Far East District Engineer is designated as the U.S. Department of Defense
美極東地区 工兵団長은 本 合意覚書에 따라 遂行되는

Construction Agent for all work performed under this agreement. He and his duly
美国防省 建設 代理人으로 指名되며 同人과 同人이 正式으로 任命한

appointed representatives are referred to herein as the Designated Construction
代表者들은 本 合意覚書上에서 "指名 建設代理人(D.C.A)"로 称한다.

Agent (DCA).

ARTICLE VIII
第 8 条

All plans, specifications, and schedules used in construction shall be in English,
建設에 使用되는 모든 事業計劃, 示方書 工程表는 英語, 或은 韓英語로

or billingual and the English governing in cases of difference. All documents
作成되나 解釈上에 差異가 있을 境遇에는 英文本이 優先한다. 検討와

delivered to the USFK for review and approval will be in English.
承認을 為해 駐韓美軍에 伝達되는 모든 文書는 英文으로 한다.

ARTICLE IX
第 9 条

The detailed requirements for design provided by USFK to ROK shall be coordinated
駐韓美軍이 大韓民国에 提供하는 設計를 為한 細部要求条件은

with the related U.S. and ROK agencies and personnel to insure a complete design and
完全한 設計 및 施工을 保障하기 為하여 韓美関係機関 및 関係官과 充分히

construction.
検討되어야 한다.

ARTICLE X
第 10 条

All project plans and specifications to be used for construction shall be delivered
建設에 使用되는 모든 事業設計書 및 示方書는 概念段階(約 35%)및

to the DCA for review and consultation when the design in completed to the Concept
最終設計(100%)가 完了되었을때 検討協議를 為해 D.C.A에

Stage (about 35%) and Final Design (100%). Detailed requirements for each of these
交付된다. 各 段階別 細部要求条件은 D.C.A에서 求得할 수 있고

stages may be obtained from the DCA and include five copies of the plans and
事業計劃書 및 示方書 各 5 部와 事前에 D.C.A가 要求하는

specifications, all drawings and specifications previously annotated by the DCA,
모든 設計図를 包含하며, 必要한 境遇 設計分析書가

and, if required, design analyses. Construction shall not start until project
包含된다. 工事는 事業設計書 및 示方書 作成이 完了되고

plans and specifications have been completed and reviewed by the DCA.
이에 対한 D.C.A의 検討된 後 始作한다.

ARTICLE XI

第 11条

ROKG is responsible for all facilities constructed and/or provided under this
本 合意覚書에 依拠 建設 및 提供되는 모든 施設物은 第12条에

agreement to meet the data provided by the USFK in accordance with Article XII;
依拠 駐韓美軍이 提供하는 諸般資料에 適合하도록 韓国政府가

however, all facilities will maximize the use of Korean materials. The use of
責任지며, 모든 施設物에는 韓国産 資材를 最大限 使用하며 海外

off-shore materials, as required, will be coordinated by the Special Working
調弁資材 使用에 対해서는 第15条에 記述된 特別 実務団에서

Group described in Article XV.
協議하기로 한다.

ARTICLE XII

第 12条

USFK agrees to provide the following assistance through the DCA:
駐韓美軍은 D.C.A를 通해 다음과 같이 協調를 提供한다:

a. The DCA will provide, at no cost to the ROKG, detailed design criteria
D.C.A는 大韓民国 政府에 負担을 課하지 아니하고 事業計劃書 및

and definitive drawings showing design parameters, functional arrangements and
示方書 準備期間中 建築技士가 使用하는 配置図, 構造図

special requirements to be used by the Architect-Engineer (A-E) during prepara-
特別要求事項을 表示한 細部設計基準 및 最終図面을

tion of the contract plans and specifications. These data and copies of
提供한다. 上記資料 및 関係法規 美国標準의 写本

pertinent U.S. standards, codes, regulations and like information will be provided
其他 情報는 設計 開始前에 提供.

prior to the start of design.

b. The DCA will provide technical advice and assistance when available at
DCA는 大韓民国 政府에 負担을 課하지 아니하고 可用範囲内에서

no cost to the ROKG.
技術助言 및 支援을 提供.

c. The DCA will review all A-E project drawings, specifications and design
DCA는 大韓民国 政府에 負担을 課하지 아니하고 모든 建築

analyses at no cost to the ROKG.
技士用 設計図와 示方書및 設計分析書 検討.

d. The scope of the facilities will be as described in the detailed design
細部設計基準과 最終図面은 様式 1391에

criteria and definitive drawings for each project as summarized in the Form 1391's
各 事業別로 要約.

for each project.

e. Conduct a survey to determine soil conditions at each construction site.
各 施設敷地의 地質調査를 実施.

ARTICLE XIII
第 13条

The USFK POC will address all correspondence to the ROKG representative unless
駐韓美軍側 代表者와 大韓民国 政府側 代表者間에 別途의

other arrangements are specifically agreed upon between the USFK POC and the
具体的인 合意가 없는限 駐韓美軍側 代表者가 大韓民国 政府側에

ROKG representative.
모든 連絡을 取한다.

ARTICLE XIV
第 14条

Any future major modification of these facilities released to USFK under this
本 合意覚書에 依拠 駐韓美軍에 引継되는 施設의 基本的인

MOA which would alter the primary function will be subject to approval by the
機能을 変更시키는 向後 어떠한 主要変更도 大韓民国 政府의 承認을

ROKG. The ROK will not be required to provide an uninterruptible power system.
받아야 한다. 大韓民国은 無停電施設을 設置할 責任이 없다.

ARTICLE XV
第 15 条

The A-E firm selected by the ROKG will coordinate closely with the DCA during
大韓民国 政府에 依해 選定된 設計会社는 設計時에 ＤＣＡ와 緊密히
the design. The DCA will promptly review and comment on design submittals.
協調하고, ＤＣＡ는 交付된 設計図를 迅速히 検討하고 意見을 提示한다.
Design discrepancies discovered will be resolved before design continues.
設計上의 相違가 発見될 境遇는 設計가 進展되기 前에 解決토록하며,
Any discrepancies that cannot be resolved will be referred to the Special
이러한 相違가 解決될수 없을 境遇에는 韓美関係機関으로 構成되는
Working Group to be composed of ROK-US pertinent agencies for resolution.
特別実務団에 回附할 수 있다.
(ROK Chairman: Chief of Construction Division, US Chairman: USFK Engineer).
(大韓民国側 代表 陸軍工兵監室 建設課長, 美側代表 駐韓美軍 工兵部長)

ARTICLE XVI
第 16 条

If changes are required during the construction of the project to correct
施工途中 設計 또는 設計検討時 発見치 못한 缺陥을 修正하기
deficiencies which were not discovered during design or design reviews and such
為한 変更이 要求되는 境遇에 이러한 変更을 하므로서 安全하고
changes are necessary to insure a safe, complete, and fully operational
完全하여 充分한 施設運用을 保障할 수 있다고 第15条에 依해서
facility and approved by the Special Working Group established by Article XV,
構成되는 特別実務団에서 認定할 境遇에만 変更事項은
it will be mutually discussed and arranged to incorporate the changes into
駐韓美軍 負担없이 事業計劃에 包含하여 履行하도록 相互
the project at no cost to USFK.
協議 処理한다.

ARTICLE XVII
第 17 条

The DCA will continuously advise concerning all work in progress and the
ＤＣＡ는 継続的으로 設計図에 맞는가의 確認을 為해
workmanship of all completed facilities to assure adequacy and compliance
大韓民国 政府의 建設 監督官을 通해 進行中인 모든 作業과
with the design, but will coordinate with the ROKG construction inspection
完成된 모든 施設의 技術状態를 助言한다.
agency.

ARTICLE XVIII
第 18 条

All claims arising in connection with the performance of this agreement will
本 合意覚書 運営過程에서 惹起되는 請求権은 韓美駐屯軍
be dealt with according to the provisions of Article XXIII, SOFA.
地位協定 第23条의 規定에 依拠 処理한다.

ARTICLE XIX
第 19条

This Agreement, and Agreed Understandings thereto, shall be in English and
本 合意覚書 및 本合意覚書에 対한 諒解覚書는 韓美両国語로
Hangul. Both texts shall have equal authenticity, but in the case of divergence,
作成한다. 両国은 同等히 正本이나 解釈에 相違가 있을 境遇에는
the English text shall prevail.
英文本에 따른다.

ARTICLE XX
第 20 条

This Agreement will be reviewed by both Parties on 30 June of each year.
本 合意覚書는 毎年 6月30日에 雙方에 依해 検討된다.
Either Party may request revision of any part of the Agreement at any time,
両当事者中 一方은 언제든지 本合意覚書의 어느 項이든지
in which case it shall be referred to the Special Working Group as described
修正을 要求할 수 있으며, 이러한 境遇 両側은 이를 第15条에
in Article XV for resolution.
記述된 特別実務団에 回附하여 解決한다.

ARTICLE XXI

第 21 條

This Agreement, and Agreed Understandings thereto shall enter into
本 合意覚書 및 本 合意覚書에 対한 諒解覚書는 両國政府가
force upon the signatures of the ROK and U.S. representatives.
公式 任命한 두 代表者가 署名하는 日字로부터 効力이 発生한다.
This Agreement and revisions thereof, shall remain in force while
本 合意覚書 및 本 合意覚書의 改正事項은 両当事者間 合意에
the Combined Forces Command is established, unless terminated by
依해 終了되거나 両当事者中 一方이 1年以前에 書面으로 相対
agreement between the two parties, or by either Party upon one years
方에 終了通報를 하지 않는 限 韓·美聯合司令部가 存續하는 동안
written notice to the other Party. The MOA will be recorded in the
効力을 갖는다. 本 合意覚書는 大韓民國과·美合衆國間의 그 発効를
Joint SOFA Committee minutes for the purpose of verifying its
確認하고 記録 및 参考를 目的으로 韓美合同委員会(S.O.F.A)의
effectiveness by U.S. and ROK, and for recording and referencing
会議録에 記録한다.
purposes.

Kenneth W. Meeks

Commander Kenneth W. Meeks
Chief, Real Estate/SOFA Division
Engineer, USFK/EUSA
駐韓美軍工兵部不動産/行協擔当官
海軍 中領 케네츠 W.믹스

Colonel CHA, DONG YUL
Chief, Construction Division
Office of the Engineer, HQ, ROKA
陸軍本部工兵監室建設課長
陸軍大領 車 東 烈

Colonel James K. Highfill
Engineer, USFK/EUSA
駐韓美軍 工兵部長
陸軍大領 제임스 K.하이필

Major General HAN, SANG WOO
Director, Installations Bureau
Ministry of National Defense
國防部 施設局長
陸軍少将 韓 相 羽

2 FEB 1982

2 FEB 1982

ATTACHMENT I
添 附 1

FACILITIES TO BE INITIATED IN CY 1982
'82 着 手 施 設 事 業

	PROJECT 事 業 名	LOCATION 位 置	PROJECT NUMBER 事 業 番 號
1.	Battery Firing Positions 砲 床	Camp Pelham 펠 햄	2ID-CDIP-003
2.	Ammunition Holding Area 彈藥貯蔵地域	Camp Pelham 펠 햄	2ID-CDIP-001
3.	Ammunition Holding Area	Camp Stanton 스 텐 톤	2ID-CDIP-025
4.	Ammunition Holding Area	Camp Stanley 스 텐 리	2ID-CDIP-010
5.	Tactical Maintenance Facility 戰 術 整 備 庫	Camp Stanley 스 텐 리	2ID-CDIP-013
6.	Relocate Helipad 헬리패드 移設	Camp Pelham 펠 햄	2ID-CDIP-004
7.	Operations Center 作 戰 센 타	Camp Casey 케 이 시	2ID-CDIP-017
8.	Vehicle Maintenance and Parking Area 車輛整備 및 駐車場地域	Camp Stanley 스 텐 리	2ID-CDIP-012
9.	Avionics Maintenance Shop 航空電子整備庫	H 220	2ID-CDIP-022
10.	Helicopter Parking Pads 헬 機 駐 機 場	H 220	2ID-CDIP-023
11.	Vehicle Maintenance and Parking Area 車輛整備 및 駐車場地域	Camp Pelham 펠 햄	2ID-CDIP-002

REPUBLIC OF KOREA

Defense Assistance: Permanent Aircraft Operation Location

Memorandum of understanding signed at Osan December 30, 1981 and January 20, 1982;
Entered into force January 20, 1982.

MEMORANDUM OF UNDERSTANDING

대 구 기 지

BETWEEN

THE UNITED STATES AIR FORCE

상주 작전부대 설치에 관한

AND

THE REPUBLIC OF KOREA AIR FORCE

한 · 미 공군간

CONCERNING

ESTABLISHING A PERMANENT TAEGU OPERATION LOCATION

양 해 각 서

I. Pursuant to Article II and IV of the United States of America and the

1954년 11월 17일부로 발효된 한.미 상호 방위조약

Republic of Korea (US-ROK) Mutual Defense Treaty,[1] effective 17 November

제 2조와 제 4조, 그리고 1967년 2월 9일부로

1954, and Article II, III and IV of the US-ROK Status of Forces Agreement[3]

발효된 한.미 행정협정 제 2조, 제 3조 및 제 4조에 의하여

(SOFA), effective 9 February 1967, the following agreement is entered into

한.미 공군의 각 대표는 다음 협정을 체결한다.

by representatives of the United States Air Force (USAF) and the Republic

of Korea Air Force (ROKAF). The current Memorandum of Understanding (MOU)

79년 3월 23일에 체결된

FB5255-MOUI-4001, dated 23 March 1979[3] will remain in effect until withdrawal

양해각서는 미공군 F-4D 의 철수가 완료될때까지

of USAF F-4D aircraft is complete (presently programmed for February through

유효하고 (현재 계획은 82년 2-4월 까지 임)

April 1982) at which time it will be superseded.

그 후 폐지 된다.

II. The purpose of this agreement is to establish a permanent operating

본 협정의 목적은 한국공군의 지원을 활용하여 지정된

location (OL of twelve (12) USAF-owned F-4E aircraft, designated 497th

대구 기지에 제 497 전술 비행대대 미공군 소요 12대의

[1] Signed Oct. 1, 1953. TIAS 3097; 5 UST 2372.
[2] Signed July 9, 1966. TIAS 6127; 17 UST 1679.
[3] Not printed.

Tactical Fighter Squadron (497TFS) at Taegu Air Base, utilizing ROKAF
F-4E 항공기 상주 작전부대를 설치하는데 있다.
support. This operation shall be for an indefinite period of time.
본 운영은 무기한 지속될 것이다.
III. A Joint Coordinating Group (JCG) will be appointed to coordinate
본 협정의 각 조건과 조항하에 한.미 공군의 책임 조정을 위해
ROKAF and USAF responsibilities under the terms and conditions of this
합동 조정단을 구성한다.
agreement. This group shall consist of members as directed by the Joint
동 기관은 공동 의장이 지명한 단원으로 구성한다.
Chairmen. The 11th Tactical Fighter Wing Commander, ROKAF and the 51st
한국공군의 제 11전투비행단장 및 미공군의 제 51혼성비행단
Composite Wing (COMPWG), Deputy Commander for Taegu, USAF are appointed
대구 지구 부대장은 합동 조정단의 공동의장이 된다.
as Joint Chairmen of this JCG. Meetings will be held on an as required
회합은 필요에 따라서 개최된다.
basis. Required members will be notified by the Joint Chairmen. This
공동의장은 필요한 요원을 소집한다. 동
group will maintain close interaction and coordination to insure that the
기관은 본 협정의 정신과 의도가 유지되도록 하며, 또한 문제점 해결을
spirit and intent of this agreement are maintained and to resolve problem
위한 긴밀한 상호 협정을 유지한다.
areas.

IV. The USAF will, at its sole expense:
미공군 담당 :
1. Station twelve (12) F-4E aircraft at Taegu Air Base in Second
'82 회계년도 2/4분기에 영구 운영을 위한 12대의 F-4E 를
Quarter of FY 82 for permanent operations.
대구에 주둔 시킨다.
2. Conduct peacetime or wartime operations IAW the designated opera-
제 497 전술전투 비행대대의 작전수행 능력에 따라서 평시 및
tional capability (DOC) of the 497TFS. Training will be commensurate with
전시 작전을 수행한다. 훈련은 평시훈련, 작전태세 검열,

the capability to accomplish 24 hour-a-day operations with ROKAF support
연습 또는 비상시 뿐만 아니라 전시 작전을 하는 동안 한국공군의 지원하에
during peacetime training, Operational Readiness Inspections, exercises
1일 24시간 작전을 수행할 수 있는 능력과 상응케 할 것이다.
or contingency situations, as well as wartime operations.

3. Coordinate the current Disaster Preparedness MOU (FB5255-MOUI-4009)
한국공군과의 현행 재난통제 양해각서(FB5255 - MOUI I -4009)에
with the ROKAF. Where ROKAF support cannot meet established USAF require-
협조한다. 한국공군의 지원이 미공군측 소요에 미치지 못할때는
ments, a USAF capability will be developed for disaster response teams,
재난통제반, 항공기 제독반 그리고 이와 유사한 기능을 위하여 미공군의
aircraft decontamination teams and similar functions.
능력을 발전시킨다.

4. Provide Base Operational Support (BOS), operations and logistical
제 497 전술전투 비행대대를 지원하기 위하여 필요에 따라 기지운영
support personnel as necessary to support the 497TFS.
지원, 작전 및 군수지원 요원을 제공한다.

5. Provide transportation required to support the 497TFS.
제 497대대를 지원하기 위한 수송을 담당한다.

6. Provide supplies necessary to support the 497TFS, such as bench
제 497대대의 지원에 필요한 현장 재고 소모품과 항공기 부품의
stock expendables, and non-expendable aircraft component parts and aircraft
비소모품 및 항공기 엔진등 보급품을 제공한다.
engines.

7. Provide aircraft support equipment, special tools, and test equip-
일선 비행운영을 지원하기 위한 항공기 장비, 특수공구 및
ment to support flightline operations. In addition, provide F-4E peculiar
시험장비를 제공한다. 추가하여 F-4E 에 독특한
internal gun system equipment and intermediate level shop equipment required
내부 기총장비를 제공하고 특수계통 구조의 시험과 수리에 소요되는
for testing and repair of unique system configurations (e.g., ALR-46,
야전급 공장용 장비를 제공한다. (예, ALR-46,

ASQ-153, Mode IV IFF, Secure Voice, ALQ-119, ALE-40, ASG-26, AVTR, KB-25,
ASQ-153, Mode IV IFF, Secure Voice, ALQ-119, ALE-40, ASG-26, AVTR,
APX-80/81, APQ-120, F-4E Peculiar Fuel System Test Equipment, Avionics SE
KB-25, APX-80/81, APQ-120, F-4E 특수연료계통 시험장비, 항공전자 지원장비 범주
(Cat I, II, III PME). Assigned USAF specialists will jointly use ROKAF
1,11,111 정밀측정장비). 배속된 미공군 특기 정비사는 한국공군의 공장정비를
shop equipment.
공동으로 사용한다.

8. Accomplish maintenance on USAF unique and specialized systems.
미공군 특수계통에 대한 정비를 수행한다.

The Centralized Intermediate Repair Facility (CIRF), will perform interme-
중앙 야전수리부서(CIRF)가 모든 중앙 야전 수리부서
diate maintenance and repair on all CIRF supported systems. The 51COMPW
지원계통에 대한 야전정비와 수리를 담당한다. 51혼성
will provide intermediate level maintenance on the F-4E aircraft weapons
비행단은 F-4E 무장투하 장비의 야전급 정비를 제공한다.
release unit (AWRU).

9. Provide a USAF jet aircraft mechanic for each aircraft to provide
한국공군 기장을 돕고 중간 역할을 담당할 수 있도록 각 항공기에
interface and assistance to the ROKAF crew chief.
미공군 제트 항공기 정비사를 배정한다.

10. Establish maintenance practices/procedures compatible with ROKAF
바람직한 성과 획득을 위하여 이미 제정되어 있는 미공군 정비
practices/procedures which produce desired results, possibly by means
절차에 가능한한 한국공군의 정비 절차를 조화시킨 정비 절차를
different from established USAF practices/procedures. USAF maintenance
확립 시킨다. 미공군 요원
and safety practices/procedures will be followed in those functions
통제하의 기능들에 대해서는 미공군의 정비 및 안전 절차를 준수한다.
controlled by USAF personnel. For those functions in which ROKAF practices/
한국공군의 절차를 적용해야 할 기능에
procedures apply, USAF personnel will abide by ROKAF procedures using USAF
있어서는 미공군 요원은 미공군 제도의 지침하에 한국공군의 절차를 따른다.
practices/procedures as guidelines.

11. Establish requirements for training munitions and provide
훈련탄약의 요구 수준을 설정하고 한국공군
familiarization/indoctrination for ROKAF load crews on USAF peculiar
무장장착조를 위하여 미공군의 특수 재래 탄약 및 폭탄
conventional munitions and bomb dispensers.
장착에 대한 숙달 교육을 실시한다.

12. Provide required munitions assembly and delivery support.
소요되는 탄약의 조립과 이송을 지원한다.

13. Provide assistance to the ROKAF on checkout, handling and mainte-
한국공군에 LGB 및 AGM-65 (MAVERICK) 을 위한
nance procedures for Laser Guided Bombs (LGB), and AGM-65 (Maverick)
점검, 취급 및 정비 절차에 대한 협조를 제공한다.
precision guided munitions.

14. Provide special required communications equipment and services
소요 특정 통신장비를 제공하고 한국공군에서 지원받을 수 없는
that cannot be furnished from ROKAF resources.
정비를 담당한다.

15. Insure support for intrabase radio, telephone, MMICS and require-
영내용 무전기, 전화, MMICS 그리고 시설 및 정비활동과 관련된
ments associated with facilities and maintenance activities.
소요에 대해 지원한다.

16. Establish and maintain a temporary restricted area (IAW AFR 207-1)
첫번째 엄체호로 부터 열여섯번째 엄체호 까지를
from Wonder Arch one to Wonder Arch sixteen.
임시 제한 구역으로 설정하고 유지한다.

17. Maintain mutually agreeable security implementing procedures to
정비, 비행운영 및 항공기 경비등 비행대기선에서
accommodate USAF and ROKAF interface in flightline operations, i.e.,
한국공군 및 미공군에 공동으로 적용될 상호 합의된
maintenance, flight operations and aircraft security. In those instances
보안 시행절차를 유지한다. 모든 적용 가능한
where all applicable security requirements cannot be met, a request for
보안상의 요구를 충족시킬 수 없는 경우에 5공군 사령부를
deviation (AF Form 116) will be submitted to HQ PACAF/SPP thru 5AF/SPO.
통하여 변경 요구를 신청한다.

18. Establish mutually agreeable restricted area entry and internal
단일 출입증을 패용하는 상호 합의할 수 있는 제한구역 출입 및
procedures utilizing a single badge system. The ROKAF Restricted Area
내부 절차를 설정한다. 한국공군 제한구역 출입증은
Badge will be utilized in lieu of the USAF 1199 series badge. With exception
미공군 1199 계통의 출입증 대신에 사용될 수 있다. 단, 태평양공군
of PACAF IG team members conducting ORI/MEIs who will utilize USAF 1199.
감찰감 검열반이 ORI/MEI 실시차 미공군 1199 출입증을 사용하는 경우는 제외한다

19. Provide through an authorization for the 6497 Consolidated Aircraft
미공군 항공기 정비를 담당하는 11전투비행단 정비대대
Maintenance Squadron (CAMS), one three passenger pickup truck to the 11TFW
정비감독자에게 3인용 픽업트럭 1대를 6497 정비대대를
(ROKAF) Organizational Maintenance Squadron (OMS) Maintenance Supervisor
위하여 승인을 득한후 제공한다.
responsible for the maintenance of USAF assigned aircraft.

a. Vehicle shall be subject to USAF operating policies and
차량은 미공군 지시 및 규정에 의거한다.
regulations. It will be operated in support of USAF mission only and
차량은 미공군 지원만을 위하여 운영되며,
restricted to use in the general flightline areas.
비행대기선 지역내에 국한된다.

b. Vehicle will be operated only by a operator meeting USAF vehicle
차량은 미공군 차량 운전자 요구에 충족되고
operators requirements and holding a valid USAF flightline approved SF Form
미공군 승인 운전면허 소지자에 한하여 운영된다.
46 (USAF drivers license) only.

c. If vehicle is out of service for inspection, undergoing
차량이 검열을 받지 못하고 압수 당할시
routine of impoundment, the USAF is under no obligation to provide a
미공군은 대체 차량을 제공할 의무가 없다.
replacement vehicle.

d. When authorized by HQ PACAF/LGT, other ROKAF personnel holding
SF FORM 46을 소지하고 있는 다른 한국공군 요원도 태평양사령부로

a valid SF Form 46 may operate USAF vehicles in support of the USAF mission.
부터 승인을 득했을시 미공군 임무를 지원하기 위하여 미공군 차량을 운영할 수 있다.

e. Provide routine fuel servicing and repair to USAF vehicles.
미공군 차량의 수리 및 연료를 지원한다.

Costs resulting from negligence or abuse while under the control and use
한국공군의 통제 및 사용하에서 소홀 및 무리로 야기되는 비용은

of ROKAF shall be borne by ROKAF.
한국공군이 부담한다.

20. Provide four aircraft refuelers to the ROKAF to be used in support
제 497 전술전투비행대대 작전 지원용으로 4대의 항공기 급유차를

of 497TFS operations. These vehicles shall be integrated into the existing
한국공군에 제공한다. 동 차량은 대구기지의 한국공군 급유차 부대에

ROKAF refueler fleet at Taegu Air Base.
통합된다.

a. Provide spares support for aircraft refuelers. All parts
항공기 급유차의 예비품을 지원한다. 모든 부품

(spare and bench stocks) issued will be for the sole purpose of repairing
(예비품 및 현장재고)은 미공군 항공기 급유차 수리 목적에만 불출된다.

the USAF aircraft refuelers.

b. Develop a bench stock which will be stored in the ROKAF
현장 재고를 설정하여 한국공군 급유차 정비지역에 보관하며

refueler maintenance area under USAF accountability and under the operational
미공군 계정하에, 그리고 한국공군의 운영 통제하에 둔다.

control of the ROKAF.

c. Normal USAF due in from maintenance (DIFM) procedures (as
수리 순환 품목에 대해서는 AFM67-1 2권 2장에 기술된

described in AFM 67-1, Vol II, Part Two) will be used for repair cycle
정상적인 정비 절차를 사용한다.

DIFM type items.

d. Provide all depot level maintenance for USAF refuelers upon
미공군 급유차에 대한 창급 정비요구가 결정되면 모든 창급
determination that depot level maintenance is required.
정비를 제공한다.

e. In the event of a contingency provide ROKAF the maximum amount
비상시 항공기 급유차량 2대의 철수가 필요하다는 작전 요구가
of advance notice consistent with operational requirements should it
있으면, 한국공군에 최대시한의 사전 통보를 한다.
become necessary to withdraw two aircraft refuelers.

21. Certify ROKAF refueling operator qualifications and issue US
한국공군 연료보급 요원에게 자격증을 부여하고, 미 정부차량
Government Motor Vehicle Operators Identification Cards (SF 46).
운전면허를(표준 양식 46) 발급한다.

22. Conduct orientation/familiarization for ROKAF personnel on new
한국공군 폭발물 처리반이 취급하거나 지원해야 할 새로운
munitions, for which they have access, assigned to or supported by the ROKAF
탄종에 대하여서 한국공군 취급요원에게 관숙 교육을 실시한다.
EOD unit. Respond to aircraft/vehicle or munitions accidents/crashes bomb
미공군 지원을 비롯한 항공기/차량 또는 탄약의 사고/추락 및
threats involving USAF resources or when assistance is requested through
폭발물 위협에 대하여 적절한 경로를 통해 지원 요청이 올때는
appropriate channels.
조치에 응한다.

23. Conduct a safety investigation by USAF personnel in the event of
미공군의 요원, 항공기, 폭발물 혹은 유도탄과 관련된
a flight, ground, or weapons mishap involving USAF personnel, aircraft,
비행, 지상 및 폭발물 사고의 경우와 더불어 사고에 영향을
explosives or missiles, to include investigation of all areas of operations,
주었을지도 모르는 작전지원과 정비의 모든분야에 대해
support and maintenance which might have a bearing on the mishap. A
미공군 요원은 안전조사를 실시한다.
maximum degree of cooperation will be afforded to the nations involved in
사고발생시에는 최대의 협조를 제공한다.

the mishap. At the time another nation, personnel, or equipment appeared
어떠한 국가, 인원 및 장비가 사고로 인해 손상을

to be "causal" in the mishap, that nation should be afforded the opportunity
입었을시 그 국가는 사고조사에 참여할

to participate in the investigation. He may be granted access to all
기회가 주어진다. 그 국가는 모든 자료에

factual data but may not take part or be a witness to the testimony or
접할 수는 있으나 증언이나 심의에 참여할 수는

deliberations. The investigation will be accomplished under the laws of
없다. 사고조사는 조사를 담당하고 있는국가의

the nation performing the investigation and, depending on the laws of that
법에 의거하며 그 국가의 법에 따라

nation, certain information and reports may be considered privileged.
특정한 자료 및 보고에 특혜가 주어질 수 있다.

Release of mishap information will not violate the security of privileged
사고조사 보고서 공개는 조사 국가의 특혜가 있는

information laws of the investigating nation. Release of information
자료에 한하여 보안을 위배해서는 안된다. 미공군 사고에

relating to USAF mishap must be requested and processed in accordance with
관계되는 보고서 공개는 공군규정 12-30에 의거 신청을 통하여 처리하여야

AFR 12-30.
한다.

24. In the event of Exercises, Contingencies or Operational Readiness
작전훈련, 우발사건 및 작전태세 검열의 경우 전쟁

Inspections, provide War Reserve Stocks (such as munitions, tanks, racks,
예비물자(탄약, 연료탱크, 랙크, 아답터, 파이론 및 채프등)를

adapters, pylons and chaff). The USAF would, at its sole expense, provide
제공한다. 미공군은 자체경비로 미공군 항공기의 수리및

subsistence to ROKAF personnel during exercises who are assigned and
정비를 위해 배속되어 미공군 요원과 함께 근무하는 한국공군 요원으로서

working directly with USAF personnel on the repair and maintenance of
미공군 감독관이 판단하여 식사를 위해 작업장을 이탈할 수 없는 요원

USAF aircraft and are determined in writing by the USAF supervisor to be
에게는 생계를 제공한다.

unable to leave the work area for meals.

25. Maintain and operate the aircraft crash recovery crane in support
제 497대대를 지원하는 항공기 복구 크레인을 유지
of the 497TFS. Certify ROKAF operators and issue US Government Motor
운영한다. 한국공군 운전 요원의 운전자격을 증명하여
Vehicle Operators Identification Card (SF 46) to qualifed operators. Permit
미정부 자동차 운전 면허증(표준 양식 46)을 발급한다. 해당
utilization of the aircraft recovery crane by ROKAF personnel for ROKAF
경로를 통하여 요청이 있을시, 한국공군 요원이 한국공군 항공기에 항공기
aircraft when requested through appropriate channels.
복구 크레인을 사용할 수 있도록 허용한다.

26. Provide snow removal on taxiways from Wonder Arch 1 - 16 to main
엄체호 1-16으로 부터 주 유도로에 이르기 까지 유도로상의 제설작업을
taxiway.
담당한다.

27. Station, on an as required basis, the 497TFS supervisor of flying
필요시에 한하여, 제 497대대의 비행감독관(SOF)을 현용 활주로
(SOF) in the active runway supervisory units (RSU).
감독부서(RSU)에 배치시킨다.

28. Provide, install, operate and maintain in concert with para 14,
미공군 특별 비행감독관의 소요를 충족시키기 위해, 위의 제 14절
above, necessary UHF radio equipment and other RSU type equipment to
에서와 같이 필요한 UHF 무선장비와 기타 감독부서 RSU 용 장비를
provide for special USAF SOF requirements.
제공, 설치, 운영 및 유지한다.

29. Provide, install, operate and maintain a portable VASI installation
임시로 대구기지에 휴대용 VASI 시설을 제공, 설치, 운영 및 유지
at Taegu AB on a temporary basis.
한다.

30. Provide required maintenance Technical Orders which are F-4E
F-4E 에 필요한 정비 T.O 를 제공한다.
peculiar.

31. Provide air traffic control (ATC) coordinator(s) to assist ROKAF
한국공군 요원을 협조하기 위한 항공관제 협조자를 제공한다.
personnel. Duties outlined in FB5294-MOUI-2015.
임무는 FB 5294-MOU I - 2015 에 기술되어 있다.

V. The ROKAF will, at its sole expense:

한국공군 담당

1. Provide maintenance, including assignment of crew chiefs, on

한국공군은 능력 범위내에서 미공군 F-4E 12대에 대해

twelve (12) USAF-owned F-4E aircraft, associated equipment and aircraft

기장을 포함한 정비지원, 관련장비, 항공기 지원장비를 제공한다.

support equipment (SE), within its capability, with the exception of CIRF

단, 중앙 야전 수리부서 관리 품목 및 한국공군의 능력밖이거나 취급이

managed items and unique/specialized, USAF peculiar systems for which ROKAF

인가되지 않은 미공군 특유의 전문화된 계통은 제외한다.

has no capability or access authorization.

2. Provide all maintenance, servicing and loading of 497TFS aircraft.

제 497대대 항공기의 모든 정비, 급유, 무장을 담당한다.

Maintenance, servicing and loading will be on an as required basis,

전시 작전뿐만 아니라 평시 훈련 작전태세 검열, 연습 혹은

including 24 hour-a-day operations as required for peacetime training,

비상사태에 대처한 1일 24시간 작전을 위한 항공기 정비, 급유, 무장

Operational Readiness Inspection, exercises or contingency situations, as

장착의 작업을 실시한다.

well as wartime operations. Aircraft will be generated during wartime,

제 51 혼성비행단의 현행 작전계획에

Operational Readiness Inspections and peacetime exercises, within the time

설정된 시간 계획내에서 전시, 작전태세 검열 및 평시 연습을 위해

frame established for the 51st COMPWG in current plans.

항공기를 가동시킨다.

3. Provide operational support to USAF flight activities, e.g., air

미공군 비행활동에 필요한 항법시설, 기상등 작전지원을

traffic control, weather, etc.

제공한다.

4. Provide communications equipment and services as available.

가능한 통신장비 및 통신지원을 제공한다.

5. Provide fuel under terms of the replacement in kind (RIK) agreement

현물 상환협정(FB 5294 - MOU I - 2011)에 따른 연료를

(FB5294-MOUI-2011).

제공한다.

6. Provide required missile maintenance and assembly as requested by
미공군 요청이 있을 경우 소요 유도탄의 정비와 조립을 담당한다.
USAF.

7. Maintain USAF owned aircraft refuelers provided in accordance with
기술지시 36-1-23에 명시된 상태로 미공군 보유 항공기 급유차를
T.O. 36-1-23 specified condition.
유지한다.

a. All maintenance and operations efforts concerning the refuelers
급유차량의 모든 정비와 운영은 미공군 지시에 따르며,
will be in accordance with applicable USAF directives, to include vehicle
차량 기록을 유지한다.
records.

b. In the event the refuelers must be returned to the USAF, they
급유차량을 반납해야할 경우, 미공군 기술지시 36-1-23의
will be returned in USAF T.O. 36-1-23 condition.
상태로 반환되어야 한다.

8. Provide EOD support for 497TFS aircraft. Respond to aircraft/
제 497대대 항공기에 대한 폭발물 처리 지원을 담당한다. 미공군
vehicle or munition accidents/crashes or bomb threats involving USAF
자원을 포함한 항공기, 차량 또는 탄약에 관련된 사고 및 추락 또는 폭발
resources.
위험에 대해 조치한다.

9. Allow USAF personnel to conduct a safety investigation in the
미공군 인원, 항공기, 폭발물 혹은 유도탄의 비행, 지상
event of a flight, ground, or weapons mishap involving USAF personnel,
또는 무장 사고시에 안전조사 뿐만 아니라 사고에 관련될 수 있는
aircraft, explosives or missiles to include investigation of all areas
전반적인 작전, 지원 및 정비분야 까지
of operations, support and maintenance which might have a bearing on the
미공군 요원의 안전조사를 허용한다.
mishap.

10. Provide snow removal on main taxiways and runways as required by
미공군 작전상 소요에 따라, 주 유도로와 활주로의 제설작업을
USAF operational needs.
담당한다.

11. Provide perimeter defense on the installation.
시설물의 외곽 방어를 담당한다.

12. Be responsible for the handling and processing of prisoners of
전쟁포로 취급 및 책임을 진다.
war (POWs).

13. Equip and train personnel directly supporting USAF aircraft sortie
미공군 화학전 방어지시에 준하여 미공군 항공기의 비행을 직접
generation IAW USAF chemical warfare defense directives.
지원할 인원과 장비를 갖추게 하고 훈련한다.

14. Comply with all USAF explosive safety requirements as set forth in
미공군 탄약의 취급 및 운반에 적용하는 미공군
AGR 127-100 and other directives in relation to handling/transportation of
규정 *127-100*및 기타 지시서에 기술된 폭발물 안전요구 조건을
USAF munitions. Also pursue all necessary means to reduce and remove
준수한다. 또한 미공군 탄약의 취급 및 운반의 결과로
explosive safety hazards created as a result of the handling/transportation
발생된 안전장애를 감소 또는 제거시키는데 필요한 모든 방법을
of USAF munitions.
수행한다.

15. During Operational Readiness Inspections or Contingency Operations,
작전태세 검열 또는 비상작전을 하는 동안 미공군 보급의 전쟁 예비
USAF supplied War Reserve Materials will be used to configure 497TFS aircraft
물자는 위의 2절에 명기된 제 497 전술전투비행대대 항공기를 무장하는데
as outlined in para 2 above.
사용한다.

16. ORI tasking of the 497TFS will cover those assets reported in the
제 497대대의 작전태세 검열 임무부여는 일일 부대능력 측정제도에
daily UCMS. Scenario play will only cover USAF functions, and allowances
보고된 모든 자산을 망라한다. 각본에 의한 연습은 단지 미공군 기능만을

will be made for the unique nature of the joint ROKAF/USAF manning. MEIs
포함하여, 한.미 공군 공동인원 배치의 독특한 특성을 고려한다.
will cover all USAF functions in place at Taegu.
MEI 는 대구기지의 미공군 전 기능을 망라한 것이다.

17. Provide intermediate level maintenance support equipment on systems
미공군과 6100 군수지원 대대에서 독자적으로 정비를 수행할 수 있는
compatible to USAF aircraft except those systems solely maintained by USAF
것을 제외하고는 야전급 정비지원 장비를 제공한다.
or 6100 LSS (Logistic Support Squadron). Support equipment peculiar to
미공군이 소유하고 있는 항공기에
USAF owned aircraft shall be maintained by USAF.
관한 특수 지원장비는 미공군에서 정비한다.

18. Insure ROKAF operators are certified and issued a US Government
미공군 차량 운전요원이 미공군 면허를 소지
motor vehicle operators identification card (SF46) to operate USAF provided
할 수 있도록 보장한다.
vehicles.

19. Allow 497TFS SOF access to the active RSU for the purpose of
부여된 임무를 수행할 목적을 위한 제 497대대 비행감독관의 현용
conducting assigned duties.
활주로 감독부서 출입을 허가한다.

20. Provide adequate space for the installation of all necessary UHF
미공군 비행감독관의 특수소요를 위하여, 현존 RSU 시설 개선에
and other equipment necessary to upgrade existing RSU facilities for
필요한 모든 UHF 장비 및 기타 장비의 가설에 필요한 충분한 장소를
special USAF SOF requirements.
제공한다.

21. Notify the 6168CSS Commander's designated representation of
제 6168 전투지원 대대장이 지정한 대표자에게 미공군 작전에
airfield conditions or restrictions to include NOTAMS, that may affect
영향을 줄지도 모르는 NOTAMS 를 포함한 비행장의 상태 및 제한사항에
USAF operations.
대해 통보한다.

VI. The USAF aircraft, equipment and material used in support of 497th
제 497 전술전투 비행대대의 지원에 사용되는 미공군 항공기, 장비 및

Tactical Fighter Squadron, will at all times remain the property of the
물자는 항상 미공군 재산으로 존속하며, 언제나 미공군이 관할권을

USAF and the USAF will have the right of access thereto at all times. The
갖는다. 항공기

aircraft, equipment and material shall not be considered to be set aside
장비 및 물자는 본 협약에 인가된 목적 이외의 어떠한 용도에도

or reserved for any use except as permitted hereunder.
사용될 수 없다.

VII. Claims arising under this agreement or as a result of this operation
본 협정하에서 발생되거나, 본 작전운영의 결과로 발생되는 배상 청구는

will be governed by Article XXIII of the US-ROK SOFA.
한.미 행정협정 33조에 의거 처리한다.

VIII. This Memorandum of Understanding (MOU) will be bilingual (Korean
본 양해각서는 한.미 2개 국어로 작성되며, 한국어와 영문판간의

and English) and in the event of a conflict between the Korean and English
해석 차이가 발생할때는 영문판본이 우선권을 갖는다.

version, the English version will govern. Other conflicts will be resolved
기타 해석상의 차이는 위의

by or through the JCG provided for in III, above.
*111*절에 기록된 합동 조정단을 통하여 해결된다.

IX. Revision or modification of this Memorandum of Understanding (MOU) may
본 양해각서의 개정 또는 수정은 쌍방의 상호 동의에 의거

be accomplished by mutual consent of both parties concerned. This agreement
수행된다. 본 협정은

will be reviewed annually. The review will begin ninety days prior to the
매년 검토된다. 검토는 매년 협정일 또는

anniversary or termination date of this agreement. Unless major revisions
본 협정 만기일의 90일 전에 시작한다. 주요 개정사항이

are made, the completed review may be certified by the Joint Chairmen of
없는한 합동 조정단의 공동의장의 확인으로 검토를 종결한다.

the JCG.

X. This agreement shall become effective upon the date the signatures of
본 협정은 한국공군과 미공군 관계 대표의 서명일을 기하여 효력을
the appropriate representatives of the ROKAF and the USAF have been affixed
발생한다.
hereunto. This agreement will remain in effect during wartime contingencies
본 협정은 전시 비상사태에도 효력이 유지되며, 발효일로 부터
and will terminate five years from the effective date. However, this agree-
5년간 유효하다. 그러나 본 협정은
ment may be cancelled at any time by mutual consent of the parties and it
쌍방의 동의에 의해 언제라도 취소될 수 있으며, 일방이 상대방에게
may be cancelled by either party upon giving at least thirty days written
최소한 30일전에 서면통보를 함으로써 취소할 수 있다.
notice to the other party.

FOR THE REPUBLIC OF KOREA
대한민국 공군을 대표하여
AIR FORCE

KIM, IN KI
김 인 기
LT GENERAL, ROKAF
한국공군 중장
COMMANDER

COMBAT AIR COMMAND
작 전 사 령 관
DATE: 20 Jan. 82
일자

FOR THE UNITED STATES
미 공군을 대표하여
AIR FORCE

Fred A. Haeffner

FRED A. HAEFFNER
프레드 에이. 헤프너
MAJOR GENERAL, USAF
미 공군 소장
COMMANDER

314TH AIR DIVISION
제 314 비행사단장
DATE: 30 DEC 81
일자

INDONESIA

Agricultural Commodities

Agreement signed at Jakarta March 20, 1982;
Entered into force March 20, 1982.
With agreed minutes.

AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF INDONESIA
AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA
FOR SALES OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of Indonesia agree to the sale of agricultural commodities specified below. This agreement shall consist of the preamble and Parts I and III of the agreement signed December 2, 1980,[1] together with the following Part II:

PART II. PARTICULAR PROVISIONS:

Item I. Commodity Table:

Commodity	Supply Period (U.S. FY)	Approximate Quantity (MT)	Maximum Export Market Value (DOLS MILLION)
Wheat	1982	104,000	17.5

Item II. Payment Terms: Convertible Local Currency Credit (CLCC)

(A) Initial payment - ten (10) percent;

(B) Currency use payment - ten (10) percent for section 104(A) purposes;

(C) Number of installment payments - twenty-six (26);

(D) Amount of each installment payment - approximately equal annual amounts;

(E) Due date of first installment payment - five(5) years after date of last delivery of commodities in each calendar year;

(F) Initial interest rate - two (2) percent;

(G) Continuing interest rate - three (3) percent.

Item III. Usual Marketing Table:

Commodity	Import Period (U.S. FY)	Usual Marketing Requirement (MT)
Wheat	1982	925,000

[1] TIAS 10063; 33 UST 805.

Item IV. Export Limitations:

(A) The export limitation period:

The export limitation period shall be United States fiscal year 1982, or any subsequent United States fiscal year during which commodities financed under this agreement are being imported or utilized.

(B) Commodities to which limitations apply:
For the purposes of Part I, Article III (A) (4) of this agreement, the commodities which may not be exported are: wheat flour, rolled wheat, semolina, farina, and bulgur (or the same products under a different name).

Item V. Self-Help Measures:

(A) The Government of Indonesia agrees to undertake self-help measures to improve the production, storage, and distribution of agricultural commodities. The following self-help measures shall be implemented to contribute directly to development progress in poor rural areas and enable the poor to participate actively in increasing agricultural production through small farm agriculture.

(B) The Government of Indonesia agrees to undertake the following activities and in doing so to provide adequate financial, technical and managerial resources for their implementation:

(1) To improve the marketing infrastructure for farm commodities by the establishment of cooperative collection points.

Benchmark: In FY 1982 the GOI will commence establishing five cooperative collection points in each county (Kecamatan), initially on Java only, where small farmers can sell their grain to cooperatives for delivery to the Indonesian state grain buying agency. Each collection point will be equipped with a warehouse and office, weighing and testing equipment, a calculator, a small truck and a bicycle. These collection points will be completed by March 31, 1983.

(2) Provide funds for the development of groundwater irrigation in order to allow the production of more than one crop.

Benchmark: In FY 1982 the GOI will allocate funds to groundwater management and conservation programs in several regions of the country. Projects will study the feasibility and then develop the potential of using groundwater irrigation make possible double cropping.

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Item VI. Economic development purposes for which proceeds accruing to importing country are to be used:

(A) The proceeds accruing to the Government of Indonesia from the sale of commodities financed under this agreement will be used for financing the self-help measures set forth in the agreement, and for development in the agricultural sector, in a manner designed to increase the access of the poor in the recipient country to an adequate, nutritious, and stable food supply.

(B) In the use of proceeds for these purposes emphasis will be placed on directly improving the lives of the poorest of the Indonesian people and their capacity to participate in the development of their country. The measures identified under Item V will directly benefit the needy in the following ways:

(1) The establishment of commodity collection points will help small farmers by reducing their losses from deterioration and by enabling them to obtain optimum prices for their products.

(2) The groundwater development program will help to raise farm income by assisting those disadvantaged farmers who are unable to raise a second or third crop during the year due to inadequate water resources during the dry season.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present agreement. Done at Jakarta, in duplicate, the 20th day of March, 1982.

REPUBLIC OF INDONESIA

By _____
Rusli Noor
Title Director General
Foreign Economic,
Social and Cultural
Relations.

UNITED STATES OF AMERICA

By _____
John C. Monjo
Title Chargé d' Affairs
of the Embassy of the
United States of
America.

United States Department of Agriculture | Foreign Agricultural Service | Office of Agricultural Counselor

AGREED MINUTES

The following minutes of negotiations of the PL-480 Title I[1] Agreement of March 20, 1982 are agreed upon by the representatives of the signatory Governments:

1. The representatives of the Government of Indonesia understand that the Preamble and Parts I and III of the December 1980 Title I, PL-480 Agreement has been made a portion of this Agreement.

2. The representatives of the signatory Governments understand and agree with the provisions of this Agreement which are covered in Attachments I and II to these Agreed Minutes.

DONE at Jakarta on this 20th day of March, 1982.

UNITED STATES OF AMERICA

[2]

REPUBLIC OF INDONESIA

[3]

[1] 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*
[2] Alan W. Trick.
[3] Bustanil Arifin.

ATTACHMENT 1

PROPOSED PROVISIONS OF FY 1982 PL-480 TITLE I AGREEMENT

AGREEMENT

The FY 1982 (October 1, 1981 - September 30, 1982) Agreement will consist of:

1) A preamble, incorporating by reference the preamble and Parts I and III of the Title I, PL-480 Agreement of December 2, 1980;

2) The Part II detailed below. The preamble and Parts I and III of the December 2, 1980 Agreement are standard documents which are applicable to all Title I, PL-480 Agreements. Part II is applicable to this specific Agreement with the Government of Indonesia (GOI). The final Agreement should be identical to that set forth below.

COMMODITY COMPOSITION

The proposed commodity composition is shown in Item I, Part II, below. At GOI request, wheat is programed at 104,000 mt, with a market value of $17.5 million.

The dollar value which is identified as the maximum export value, will control the size of actual purchases. In case unit values become higher than those projected in the Agreement, purchases will be limited to the dollar value specified in the Agreement. This is in accordance with Article I, E, Part I of the Agreement.

COMMODITY DELIVERIES

Supply period of the Agreement is United States fiscal year 1982. In order to expedite implementation of Agreement after signature, GOI is encouraged to make early request, through their Embassy in Washington, for Purchase Authorization (PA's). GOI representatives should also open Letters of Credit promptly for both commodity and freight after PA's are issued, commodities are purchased and vessels booked.

PAYMENT TERMS

Proposed payment terms are shown in Item II, Part II set forth below. In keeping with current policy objectives, we are seeking to alter the terms of the Title I Agreements. As Indonesian foreign exchange reserves are comparably large compared to other recipient countries, we are proposing to shorten the length of terms for the FY 1982 program. The financing for the Agreement provides for $17.5 million under convertible local currency credit terms of thirty (30) years, including a five (5) year

PAYMENT TERMS - cont'd

grace period, with an interest rate of two (2) percent during the grace period and three (3) percent thereafter. The terms also provide for an initial payment of ten (10) percent and a ten (10) percent currency use payment.

USUAL MARKETING REQUIREMENTS

The usual marketing requirements are set forth in Item III of Part II below. The UMR is set at 925,000 mt of wheat. This is based on a five (5) year average of commercial imports covering the fiscal years 1976 through 1980.

EXPORT LIMITATIONS

The provisions shown in paragraph A and B, Item IV, Part II, below are standard.

SELF-HELP MEASURES AND UTILIZATION OF LOCAL CURRENCY

A) Section 109 (A) of PL-480 requires that, before entering into Agreements for the sale of commodities, consideration be given to the extent to which the recipient country is undertaking self-help measures to increase per capita production and improve the means for storage and distribution of agricultural commodities. In addition it is required that particular account be taken to determine the extent to which the measures are being carried out in ways designed to contribute directly to development progress in poor rural areas and to enable the poor to participate actively in increasing agricultural production through small farm agriculture.

B) Section 106 (B) provides that in negotiating Agreements, emphasis shall be placed on the use of such proceeds for purposes which directly improve the lives of the poorest of the recipient countries people and their capacity to participate in the development of their country. Greatest emphasis is required to be placed on the use of such proceeds to carry out programs of agricultural development, rural development, nutrition and population planning in accordance with Section 109 of PL-480, and programs which are likely to achieve the policy objectives of Sections 103 and 104, of the foreign assistance Act of 1961 as amended.[1]

C) Section 109 of PL-480 has been amended effective January 1, 1982 to stipulate that in each Agreement the self-help measures shall be described in specific and measurable terms and in a manner which ensures that the needy people in the recipient

[1] 87 Stat. 715; 22 U.S.C. § 2151a.

SELF-HELP MEASURES AND UTILIZATION OF LOCAL CURRENCY - cont'd

country will be the major beneficiaries of the self-help measures. Further, the self-help measures agreed to are to be additional to the measures that the recipient country would have undertaken irrespective of the Agreement. Also, appropriate steps must be taken to see that the self-help provisions are being fully carried out.

D) Part II, Item V of the Agreement, specifies tentative self-help measures to be carried out by the recipient country utilizing the local currencies accruing to the recipient country from the sale of agricultural commodities financed under the Agreement.

USE OF PROCEEDS

Outline for providing for uses of sales proceeds is shown in Item-VI, Part II of the Agreement.

COMPLIANCE AND REPORTING REQUIREMENTS

A) Compliance and reporting are an essential part of the Title I PL-480 program. The GOI representatives should be reminded of their Government's responsibility for compliance with provisions of Article III of Part I of the PL-480 Agreement of December 2, 1980 and submission of timely and accurate reports on compliance, Shipping and Arrival information (ADP) Sheets, self-help, and uses of sales proceeds. A clear understanding of these requirements by GOI officials is essential. For example, failure to submit timely, accurate and substantive self-help reports may delay processing of future Title I requests.

ATTACHMENT 2

OPERATIONAL CONSIDERATIONS

A) Purchase Authorizations. As a general rule, Purchase Authorizations will not be issued until the USDA has received an operational reporting cable. Early submission of an operational reporting cable can expedite PA issuance. It is essential that the information in the operational reporting cable be developed in consultation with GOI and prior to the completion of negotiations, so that the cable may be dispatched not later than the signing of the Agreement. The operational reporting cable should contain the following information:

--(1) Type and grade of commodity(ies) to be purchased in accordance with official U.S. standards.

--(2) Proposed contracting and delivery schedules. (Note that quote delivery unquote means delivery of commodity to vessel at U.S. port.)

--(3) Embassy concurrence and comment on the proposed delivery schedule, based on assessment of importing country's capability to receive, store and distribute the commodity (ies) to prevent spoilage or waste if PA's issued with proposed delivery periods. Embassy should also include what terminal delivery date is feasible to enable alternative scheduling, (regardless of desired delivery schedule) given above considerations.

--(4) Name and address of bank in importing country and U.S. commercial bank through which Letters of Credit for commodity and ocean freight will be opened.

--(5) Assurance that appropriate Indonesian authorities are prepared to make prompt transfers of funds to cover initial payment and ocean freight costs on commodities purchased under the Agreement.

B) BELLMON DETERMINATION. Prior to financing agricultural commodities, the Secretary of Agriculture must determine that (1) Adequate storage facilities are available in the recipient country at the time of exportation to prevent the spoilage or waste of the commodity and (2) The distribution of the commodity in the recipient country will not result in a substantial disincentive to or interference with domestic production or marketing in that country. The Embassy should prepare and submit accurate detailed and specific information and statements that will assist in making Bellmon Determination as soon as possible. Information regarding adequate storage facilities should include assessment of importing countries capability to receive, store and distribute commodities without spoilage or waste. During negotiations, the assessment should be updated and this assessment included in the operational reporting cable.

OPERATIONAL CONSIDERATIONS - cont'd

C) Instructions to GOI/Embassy/Washington. During negotiation GOI should provide assurance that arrangements have been made by appropriate authorities to relay to GOI/Embassy/Washington all instructions, information, and authority necessary to ensure timely implementation of Agreement, including: (1) Information outlined in paragraphs A)(1), (2), (4), and (5) above; (2) Complete instructions regarding arrangements for purchasing commodities and contracting for freight (including appointments of purchasing and/or shipping agent if applicable); and (3) Instructions to contact Program Operations Division, Export Credits, Foreign Agricultural Service, USDA. Telephone (202) 447-5780, for assistance in implementing Agreement.

D) Regulatory/legislative requirements. During negotiations you should remind the GOI representatives that, under current regulatory and legislative requirements:

--(1) Purchase of food commodities from private stocks under the Agreement must be made on the basis of invitations for bids (IFB's) publicly advertised in the United States and on the basis of bids (offers) which shall conform to the IFB. Bids are to be received and publicly opened in the United States. All awards under IFB's must be consistent with open, competitive, and responsive bid procedures.

--(2) Terms of all IFB's must be approved by the General Sales Manager, FAS, USDA, prior to issuance.

--(3) If the GOI nominates a purchasing or shipping agent to procure commodities or arrange ocean transportation under the Agreement, the GOI is required to notify the General Sales Manager, FAS, USDA, in writing, of such nomination and attach a copy of the proposed agency agreement. All purchasing and shipping agents must be approved by the General Sales Manager, FAS, USDA in accordance with regulatory standards designed to eliminate certain potential conflicts of interest.

E) Letters of Credit.

--(1) During negotiations you should obtain assurances from GOI representatives that appropriate measures will be taken to ensure that operable and irrevocable Letters of Credit for both commodities and freight will be issued immediately after commodities are purchased and ocean freight booked.

--(2) The Embassy should explain to GOI representatives that commodity and ocean freight suppliers may refuse to load vessels when acceptable Letters of Credit for commodities

or ocean freight are not available at time of loading. This can result in costly claims by vessel owners (demurrage) and by commodity suppliers (carrying charges).

--(3) The GOI must open Letters of Credit for one hundred (100) percent of ocean freight not later than forty-eight (48) hours prior to vessel presentation for loading, providing for sight payment or acceptance of a draft in U.S. dollars in favor of the ocean transportation supplier on the basis of tonnage and rates specified in the applicable charter party or booking note.

--(4) Review with the GOI representatives section 17.9(M) of the Title I financing regulations concerning payment of the final ten (10) percent of ocean freight charges. You should point out that where the ocean freight contract provides for demmurage/despatch, ninety (90) percent of the ocean freight must be paid promptly on arrival of cargo. The remaining ten (10) percent, less despatch if any, should be paid promptly to the carrier upon completion of the laytime statement. Claims against the carrier for damaged or lost cargo should be pursued through normal channels and not be deducted from the ocean freight.

F) Performance Bonds. Advise the GOI officials during negotiations that, if the commodity IFB issued by the GOI requires a Performance Bond, the requirement must be fair to both buyer and seller. USDA is developing Performance Bond language which satisfies these concerns and which may be used in commodity IFB's. USDA will be available to coordinate implementation of this Performance Bond language with GOI purchasing officials in the U.S.

EGYPT

Economic Cooperation

Joint statement released at Washington February 4, 1982; Entered into force February 4, 1982.

GREATER SUPPORT TO

ECONOMIC PROGRESS IN EGYPT

WHEREAS:

--Egypt and the United States have been full partners in the pursuit of peace in the Middle East;

--Egypt and the United States are full partners in the pursuit of regional stability and in the continuation of peace in the Middle East;

--The United States has cooperated in the economic development of Egypt through a program of assistance to the Egyptian Government in recognition of the sacrifices made by the Egyptian people;

--The Government of Egypt has announced its intentions to undertake its own program of economic reform that utilizes the initiative and capabilities of the Egyptian people;

--Egypt has, with substantial U.S. assistance and the infusion of other external resources, strengthened its economy and rebuilt much of the capital and social infrastructure base;

--Egypt has entered a period of economic progress that will require its own management of substantial external resources, including continued U.S. assistance;

--It is in the interest of both Nations to assure the success of the economic reform program in Egypt in a manner that recognizes the substantial capabilities of the Government of Egypt to accomplish its intentions and the continuing commitment of the U.S. to provide resources that may be utilized to this end.

NOW, THEREFORE:

--The U.S. endorses the intentions expressed by the Government of Egypt to acknowledge the continued need for economic reform and progress and to undertake necessary measures towards that end;

--The Government of Egypt expresses appreciation for U.S. assistance and the significant contribution it is making to Egypt's present stage of development and to the enhancement of living conditions in Egypt;

--Both Nations recognize Egypt's commitment to improving the efficiency with which it uses its human and financial resources;

--Both Nations are now embarking on a new phase of greater interest in Economic Progress in Egypt with a view toward making U.S. assistance, as permitted by U.S. law, be of an optimum impact and to assure Egypt a more active role in the allocation and disbursement of the U.S. assistance.

ACCORDINGLY:

1. The two parties agree that directing U.S. economic resources into program assistance in support of Egypt's sectoral strategies can significantly improve overall sectoral efficiency and therefore they shall seek means for increasingly programming resources in this manner. Under sectoral funding Egypt shall be responsible for the design,

implementation and evaluation of specific activities, the allocation of resources to those activities, and related policy objectives within each sector.

2. The use of incremental budgeting can increase the flow of assistance and expand its effectiveness. The current program and planned new activities will be reviewed to apply this budgeting principle. To the maximum extent consistent with Egypt's sectoral strategy and specific nature of the financing of capital projects, U.S. assistance will be provided on an incremental basis, thus assuring maximum current distribution of the resources transferred.

3. The two parties agreed that the Commodity Import Program can play an important role not only for financing imports of consumption and intermediate commodities but also for investment in productive enterprises and to support structural program adjustement. Both parties agreed to consider additional means for using the CIP in support of development objectives. Specifically, the parties agree to consider programming $350 million for CIP in FY 1982, of which $300 million will be obligated immediately, and to consider an increasing level of CIP in future fiscal years.[1]

[1] *Post.*

4. Egyptian professional and technical experts shall have wider opportunity to participate in the design and implementation of all projects and programs funded through U.S. assistance programs.

5. In recognition that the assistance pipeline of obligated but undisbursed funds represent a substantial resource available for economic progress in Egypt, both parties agree to develop effective ways to accelerate the utilization of these funds.

February 4, 1982

EGYPT

Economic Assistance: Commodity Imports

Agreement signed at Washington February 5, 1982;
Entered into force February 5, 1982.

A.I.D. Grant No.

GRANT AGREEMENT

BETWEEN

UNITED STATES OF AMERICA

AND THE

ARAB REPUBLIC OF EGYPT

FOR

COMMODITY IMPORTS

Dated: February 5, 1982

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ANNEX I		

A.I.D. Grant No.

COMMODITY IMPORT GRANT AGREEMENT

Dated:

Between

the Arab Republic of Egypt ("Grantee:)

and

the United States of America, acting through the Agency for International Development ("A.I.D.")

Article 1: The Grant

To finance the foreign exchange costs of certain commodities, commodity-related services and other services ("Eligible Items") necessary to assist the Grantee in meeting a foreign exchange need, achieving development objectives and improving the standard of living, the United States, pursuant to the Foreign Assistance Act of 1961, as amended,[1] agrees to grant to the Grantee under the terms of this Agreement, not to exceed Three Hundred Million United States dollars ($300,000,000) ("Grant") for a Commodity Import Program. This agreement constitutes the major part of a total contemplated Commodity Import Program in Fiscal Year 1982 of $350 million subject to the availability of funds and the agreement of the parties.

Article 2: The Program

Section 2.1. Definition of Program. The Program, which is further described in Annex 1, will consist of mutually agreed upon allocations of Grant funds for basic supply commodities, commodity

[1] 75 Stat. 424; 22 U.S.C. § 2151.

related and other services, capital goods which directly support the objectives of the Government of Egypt development budget and the Trade Financing Facility.

Within the limits of the above definition of the Program, elements of the amplified description stated in Annex 1 may be changed by written agreement of the authorized representatives of the parties named in Section 8.2, without formal amendment of this Agreement.

Article 3: Conditions Precedent to Disbursement

Section 3.1. Conditions Precedent to Initial Disbursement. Prior to the first disbursement under the Grant, or to the issuance by A.I.D. of documentation pursuant to which disbursement will be made, the Grantee will, except as the parties may otherwise agree in writing, furnish to A.I.D., in form and substance satisfactory to both parties:

(a) An opinion of the Minister of Justice of the Arab Republic of Egypt that this Agreement has been duly authorized and/or ratified by, and executed on behalf of the Grantee, and that it constitutes a valid and legally binding obligation of the Grantee in accordance with all of its terms.

(b) A statement representing and warranting that the named person or persons have the authority to act as the representative or representatives of the Grantee pursuant to Section 8.2, together with a specimen signature of each person certified as to its authenticity.

Section 3.2. Notification. When it has been determined that the conditions precedent specified in Sections 3.1 (a) and (b) have been met, A.I.D. will promptly notify the Grantee.

Section 3.3. Terminal Date for Conditions Precedent. If all of the conditions specified in Section 3.1 have not been met within one hundred twenty (120) days from the date of this Agreement, or such later date as the parties may agree in writing, A.I.D. may terminate this Agreement by written notice to Grantee.

Article 4: Procurement, Eligibility, and Utilization of Commodities.

Section 4.1. A.I.D. Regulation 1. This Grant and the procurement and utilization of commodities and commodity-related services financed under it are subject to the terms and conditions of A.I.D. Regulation 1 as from time to time amended and in effect, except with respect to other services and as A.I.D. may otherwise specify in writing. If any provision of A.I.D. Regulation 1 is inconsistent with a provision of this Agreement, the provision of this Agreement shall govern.

Section 4.2. Eligible Items.

(a) The commodities eligible for financing under this Grant shall be those mutually agreed upon by the parties and specified in the Implementation Letters and Commodity Procurement Instructions issued to Grantee in accordance with Section 8.1 of this Agreement.

Commodity-related services as defined in A.I.D. Regulation 1 as well as other services are eligible for financing under this Grant. Eligible Items will be subject to the requirements of Special Provisions of Parts I, II, and III of the A.I.D. Commodity Eligibility Listing which will be transmitted with the first Implementation Letter. Other commodities or services shall become eligible for financing only with the written agreement of A.I.D. Any specific commodity, commodity-related service or other service may be excluded from financing under this Agreement if such financing would be inconsistent with the purposes of the Grant or of the Foreign Assistance Act of 1961, as amended.

(b) A.I.D. reserves the right in exceptional situations to delete commodity categories or items within commodity categories described in Schedule B codes on the Commodity Eligibility Listing. Such right will be exercised at a point in time no later than commodity prevalidation by A.I.D. (Form 11 approval) or, if no commodity prevalidation is required, no later than the date on which an irrevocable Letter of Credit is confirmed by a U.S. bank in favor of the supplier.

(c) If no prevalidation is required and payment is not by Letter of Credit, this right will be exercised no later than the date on which A.I.D. expends funds made available to the Grantee under this Agreement for the financing of the commodity. In any event, however, the Grantee will be notified through the A.I.D. Mission

in the Arab Republic of Egypt of any decision by A.I.D. to exercise its right pursuant to a determination that financing the commodity would adversely affect A.I.D. or foreign policy objectives of the United States or could jeopardize the safety or health of people in Egypt.

Section 4.3. Procurement Source. All Eligible Items shall have their source and origin in the United States of America (Code 000 of the A.I.D. Geographic Code Book) except as A.I.D. may specify in Implementation Letters or Commodity Procurement Instructions, or as it may otherwise agree in writing.

Section 4.4. Eligibility Date. No commodities, commodity-related or other services may be financed under this Grant if they were procured pursuant to orders or to contracts firmly placed or entered into prior to the date of this Agreement, except as the parties may otherwise agree in writing.

Section 4.5. Procurement for Public Sector.

(a) With respect to procurement under this Grant by or for Grantee, its departments and instrumentalities, the provisions of Section 201.22 of A.I.D. Regulation 1 regarding formal competitive bid procedures will apply unless the parties otherwise agree in writing.

(b) Grantee will undertake to assure that public sector end-users under this Grant establish adequate logistic management facilities and that adequate funds are available to pay banking

charges, customs, duties and other commodity-related charges in connection with commodities imported by public sector endusers.

Section 4.6. Special Procurement Rules.

(a) None of the proceeds of this Grant may be used to finance the purchase, sale, long-term lease, exchange or guaranty of a sale of motor vehicles unless such motor vehicles are manufactured in the United States, except as the parties may otherwise agree in writing.

(b) The source and origin of ocean and air shipping will be deemed to be the ocean vessel's or aircraft's country of registry at the time of shipment.

(c) All international air shipments financed under this Grant will be on carriers holding U.S. certification to perform the service, unless shipment would, in the judgment of the Grantee, be delayed an unreasonable time awaiting a U.S.-flag carrier either at point of origin or transshipment. The Grantee must certify to the facts in the vouchers or other documents retained as part of the Grant records.

Section 4.7. Financing Physical Facilities. Not more than $1,000,000 from the proceeds of this Grant shall be used for the purchase of commodities or commodity-related services for use in the construction, expansion, equipping, or alteration of any physical facility or related physical facilities without prior A.I.D.

approval, additional to the approvals required by A.I.D. Regulation 1, except as the parties may otherwise agree in writing. "Related physical facilities" shall mean those facilities which, taking into account such factors as functional interdependence, geographic proximity, and ownership, constitute a single enterprise in the judgment of A.I.D.

Section 4.8. Utilization of Commodities.

(a) Grantee will assure that commodities financed under this Grant will be effectively used for the purposes for which the assistance is made available. To this end, the Grantee will use its best efforts to assure that the following procedures are followed:

(i) accurate arrival and clearance records are maintained by customs authorities; commodity imports are promptly processed through customs at ports of entry; such commodities are removed from customs and/or bonded warehouses within ninety (90) calendar days from the date the commodities are unloaded from the vessel at the port of entry, unless the importer is hindered by force majeure or the parties otherwise agree in writing;

(ii) proper surveillance and supervision are maintained to reduce breakage and pilferage in ports resulting from careless or deliberately improper cargo handling practices, as specified in detail in Implementation Letters; and

(iii) the commodities are consumed or used by the

importer not later than one (1) year from the date the commodities are removed from customs, unless a longer period can be justified to the satisfaction of both parties by reason of force majeure or special market conditions or other circumstances.

(b) Grantee will assure that commodities financed under this Grant will not be reexported in the same or substantially the same form, unless specifically authorized by agreement of both parties.

(c) Grantee shall use its best efforts to prevent the use of commodities financed under this Agreement to promote or assist any project or activity associated with or financed by any country not included in Code 935 of the A.I.D. Geographic Code Book as in effect at the time of such projected use, except with the prior agreement of both parties.

Section 4.9. Minimum Size of Transaction. No foreign exchange allocation or letter of credit issued pursuant to this Agreement shall be in an amount less than Ten Thousand Dollars ($10,000), except as the parties may otherwise agree in writing. The minimum size of transaction restriction is not applicable for end-use importers.

Article 5: Disbursement.

Section 5.1. Letters of Commitment to Banks. After satisfaction of the conditions precedent, the Grantee may obtain disbursements of funds under this Grant by submitting Financing Requests

to A.I.D. for the issuance of letters of commitment for specified amounts to one or more banking institutions in the United States designated by Grantee and satisfactory to A.I.D. Such letters will commit A.I.D. to reimburse the banks on behalf of the Grantee for payments made by the banks to suppliers or contractors, under letters of credit or otherwise, pursuant to such documentation requirements as A.I.D. may prescribe. Banking charges incurred in connection with letters of commitment and disbursements shall be for the account of Grantee and may be financed by this Grant.

Section 5.2. Other Forms of Disbursement Authorizations. Disbursements of the Grant may also be made through such other means as the parties may agree to in writing.

Section 5.3. Terminal Date for Requests for Disbursement Authorizations. No letter of commitment or other disbursement authorization will be issued in response to a request received after thirty (30) months from the date the Grantee satisfies the Conditions Precedent in Section 3.1, except as the parties may otherwise agree in writing.

Section 5.4. Terminal Date for Disbursement. No disbursement of Grant funds shall be made against documentation received by A.I.D. or any bank described in Section 5.1. after thirty-six (36) months from the date the Grantee satisfied the Conditions Precedent in Section 3.1, except as the parties may otherwise agree in writing.

Section 5.5. Date of Disbursement. Disbursement by A.I.D. shall be deemed to occur on the date on which A.I.D. makes a disbursement to the Grantee, or its designee, or to a bank, contractor or supplier pursuant to a Letter of Commitment or other form of disbursement authorization.

Section 5.6. Documentation Requirements. A.I.D. Regulation 1 specifies in detail the documents required to substantiate disbursements under this Agreement by Letter of Commitment or other method of financing. The document number shown on the Letter of Commitment or other disbursing authorization document shall be the number reflected on all disbursement documents submitted to A.I.D. In addition to the above, the Grantee shall maintain records adequate to establish that commodities financed hereunder have been utilized in accordance with Section 4.8 of this Agreement. Additional documents may also be required by A.I.D. with respect to specific commodities, as may be set forth in detail in Implementation Letters.

Article 6: General Covenants

Section 6.1. Taxation. This Agreement and the Grant will be free from any taxation or fees imposed under laws in effect in the Arab Republic of Egypt.

Section 6.2. Reports and Records. In addition to the requirements in A.I.D. Regulation 1, the Grantee will:

(a) furnish A.I.D. such reports and information relating to the goods and services financed by this Grant and the performance of Grantee's obligations under this Agreement as A.I.D. may reasonably request;

(b) maintain or cause to be maintained, in accordance with generally accepted accounting principles and practices consistently applied, such books and records relating to this Grant as may be prescribed in Implementation Letters. Such books and records shall be made available to A.I.D. or any of its authorized representatives for such periods and at such times as A.I.D. may reasonably require, and shall be maintained for three years after the date of last disbursement by A.I.D. under this Grant; and

(c) permit A.I.D. or any of its authorized representatives at all reasonable times during the three-year period to inspect the commodities financed under this Grant at any point, including the point of use.

Section 6.3. Completeness of Information. The Grantee confirms:

(a) that the facts and circumstances of which it has informed A.I.D., or caused A.I.D. to be informed, in the course of reaching agreement with A.I.D. on the Grant, are accurate and complete, and include all facts and circumstances that might materially affect the Grant and the discharge of responsibilities under this Agreement; and

(b) that it will inform A.I.D. in timely fashion of any subsequent facts and circumstances that might materially affect, or that it is reasonable to believe might so affect, the Grant or the discharge of responsibilities under this Agreement.

Section 6.4. Other Payments. Grantee affirms that no payments have been or will be received by any official of the Grantee in connection with the procurement of goods or services financed under the Grant, except fees, taxes, or similar payments legally established in the country of the Grantee. A.I.D. shall take appropriate action to protect against improper payments by suppliers in connection with this Grant.

Section 6.5. Periodic Discussion. Periodically, and not less than annually, the Grantee and A.I.D. will continue to meet to discuss economic issues of relevance to the purposes to be achieved with resources provided under this Grant. Among other things, those discussions will include further consideration of the terms and conditions to be applied to organizations utilizing resources provided by the Grant, as well as the implementation of the Fiscal Year 1980 fertilizer importation program to determine if further special arrangements shall be instituted to assure full success of that program.

Section 6.6. Use of Local Currency.

(a) Grantee will establish a Special Account in the Central Bank of Egypt and deposit therein currency of the Government of the Arab Republic of Egypt in amounts equal to proceeds accruing to the Grantee or any authorized agency thereof as a result of the sale or importation of the Eligible Items. Funds in the Special Account may be used for such purposes as are mutually agreed upon by A.I.D. and the Grantee and as otherwise specified in this Agreement, provided that such portion of the funds in the Special Account as may be designated by agreement of both parties shall be made available to A.I.D. to meet its requirements.

(b) Deposits to the Special Account shall become due and payable quarterly upon advice from A.I.D. as to disbursements made under the Agreement, subject to deferred payment arrangements as may be agreed by both parties. Grantee shall make such deposits at the highest rate of exchange prevailing and declared for foreign exchange currency by the competent authorities of the Arab Republic of Egypt.

(c) Any unencumbered balances of funds which remain in the Special Account upon termination of assistance hereunder shall be disbursed for such purposes as may, subject to applicable law, be agreed to between Grantee and A.I.D.

Section 6.7. Set Aside. Unless the parties otherwise agree in writing, any set asides or extraordinary allocations of funds shall be mutually agreed to by the Parties and set forth in Implementation Letters. The Parties may also agree in such Implementation Letters as to which set asides will not result in the accrual of proceeds to the Grantee and hence not require the deposit of counterpart funds into the Special Account.

Section 6.8. Trade Financing Facility. Grant funds allocated for the Trade Financing Facility shall be made available in accordance with mutually agreed upon procedures set forth in the "Memorandum of Understanding Regarding Trade Financing Facility" dated December 30, 1981,[1] except as both parties may agree otherwise in writing.

[1] Not printed.

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Section 6.9. Allocation of Resources for Development. Unless, otherwise agreed to in writing, the parties agree to establish within ninety days after the signing of this Agreement mutually acceptable procedures for the allocation of Grant funds to support the objectives of the Development Budget of the Government of Egypt, as set forth in the second category described in Annex 1.

Article 7: Termination; Remedies

Section 7.1. Termination. This Agreement may be terminated by mutual agreement of the parties at any time. Either Party may terminate this Agreement by giving the other Party thirty (30) days written notice.

Section 7.2. Suspension. If at any time:

(a) Grantee shall fail to comply with any provisions of this Agreement; or

(b) Any representation or warranty made by or on behalf of Grantee with respect to obtaining this Grant or made or required to be made under this Agreement is incorrect in any material respect; or

(c) An event occurs that A.I.D. determines to be an extraordinary situation that makes it improbable either that the purposes of the Grant will be attained or that the Grantee will be able to perform its obligations under this Agreement; or

(d) Any disbursement by A.I.D. would be in violation of the legislation governing A.I.D.; or

(e) A default shall have occurred under any other agreement between Grantee or any of its agencies and the Government of the United States or any of its agencies; Then, in addition to remedies provided in A.I.D. Regulation 1, A.I.D. may:

(1) suspend or cancel outstanding commitment documents to the extent that they have not been utilized through irrevocable commitments to third parties or otherwise, or to the extent that A.I.D. has not made direct reimbursement to the Grantee thereunder, giving prompt notice to Grantee thereafter;

(2) decline to issue additional commitment documents or to make disbursements other than under existing ones; and

(3) at A.I.D.'s expense, direct that title to goods financed under the Grant be vested in A.I.D. if the goods are in a deliverable state and have not been offloaded in ports of entry of the Arab Republic of Egypt.

Section 7.3. Cancellation by A.I.D.. If, within sixty (60) days from the date of any suspension of disbursements pursuant to Section 7.2, the cause or causes thereof have not been corrected, A.I.D. may cancel any part of the Grant that is not then disbursed or irrevocably committed to third parties.

Section 7.4. Refunds.

(a) In addition to any refund otherwise required by A.I.D. pursuant to A.I.D. Regulation 1, if A.I.D. determines that any disbursement is not supported by valid documentation in accordance with this Agreement, or is in violation of United States law,

or is not made or used in accordance with the terms of this Agreement, A.I.D. may require the Grantee to refund the amount of such disbursement in U.S. dollars to A.I.D. within thirty (30) days after receipt of request therefor. Refunds paid by the Grantee to A.I.D. resulting from violations of the terms of this Agreement shall be considered as a reduction in the amount of A.I.D.'s obligation under the Agreement and shall be available for reuse under the Agreement if authorized by A.I.D. in writing.

(b) The right to require such a refund of a disbursement will continue, notwithstanding any other provision of this Agreement, for three (3) years from the date of the last disbursement under this Agreement.

Section 7.5. Nonwaiver of Remedies. No delay in exercising or omitting to exercise, any right, power, or remedy accruing to A.I.D. under this Agreement will be construed as a waiver of such rights, powers or remedies.

Article 8: Miscellaneous

Section 8.1. Implementation Letters. From time to time, for the information and guidance of both parties, A.I.D. will issue Implementation Letters and Commodity Procurement Instructions describing the procedures applicable to the implementation of the Agreement. Except as permitted by particular provisions of this Agreement, Implementation Letters will not be used to amend or modify the text of this Agreement.

Section 8.2. Representatives. For all purposes relevant to this Agreement, the Grantee will be represented by the individual holding or acting in the offices of the Deputy Prime Minister for Economic and Financial Affairs and Minister of Investment and International Cooperation and/or the Senior Undersecretary of State for Economic Cooperation with U.S.A., and A.I.D. will be represented by the individual holding or acting in the office of Director, USAID, Cairo, Egypt, each of whom, by written notice, may designate additional representatives. The names of the representatives of the Grantee, with specimen signatures, will be provided to A.I.D., which may accept as duly authorized any instrument signed by such representatives in implementation of this Agreement, until receipt of written notice of revocation of their authority.

Section 8.3. Communications. Any notice, request document or other communication submitted by either Party to the other under this Agreement will be in writing or by telegram or cable, and will be deemed duly given or sent when delivered to such party at the following address:

To the Grantee:

Mail Address: Ministry of Investment
and International Cooperation
Department of Economic Cooperation
with U.S.A.
8 Adly Street
Cairo, Egypt

Cable Address: 8 Adly Street
Cairo, Egypt

To A.I.D.:

Mail Address: United States Agency for International
Development
c/o U.S. Embassy
Cairo, Egypt

Cable Address: U.S. Embassy
Cairo, Egypt

All such communications will be in English unless the Parties otherwise agree in writing. Other addresses may be substituted for the above upon giving of notice.

Section 8.4. Information and Marking. The Grantee will give appropriate publicity to the Grant as a program to which the United States has contributed, and mark goods financed by A.I.D., as described in Implementation Letters.

IN WITNESS WHEREOF, the Grantee and the United States of America, each acting through its duly authorized representative, have caused this Agreement to be signed in their names and delivered as of the day and year first above written.

ARAB REPUBLIC OF EGYPT

BY: [signature]

NAME: A. M. Fettah Ibrahim

TITLE: Deputy Prime Minister for Economic and Financial Affairs and Minister for Investment and International Cooperation

UNITED STATES OF AMERICA

BY: [signature]

NAME: M. Peter McPherson

TITLE: Administrator Agency for International Development

In witness [signature] [1]
Minister of Economy and Foreign Trade

[signature] [2]
Egyptian Ambassador to the U.S.

[signature] [3]
U.S. Ambassador to Egypt

[1] Fouad Hashem.
[2] Ashraf A. Ghorbal.
[3] Alfred L. Atherton, Jr.

ANNEX 1

PROGRAM DESCRIPTION

The Program represents a continuation of balance of payments assistance to the Government of Egypt. At the same time it reflects an effort to contribute to Egyptian development by preserving an appropriate balance between financing capital equipment needs for longer run development performance and financing intermediate goods and consumables for immediate production and consumption support. The Program also includes a separate category of support for continuation of the Trade Financing Facility, introduced in the FY 81 Commodity Import Program (A.I.D. Grant No. 263-K603).

Accordingly, except as the parties may otherwise agree in writing, Grant funds shall be allocated for the Program, including commodity-related and other services, as follows:

1.	Basic Supply Commodities:	$150 Million
2.	Capital Goods which Directly Support the Objectives of the Government of Egypt Development Budget:	$100 Million
3.	Trade Financing Facility	$ 50 Million
		$300 Million

ZIMBABWE

Economic and Technical Cooperation

Agreement effected by exchange of notes
Signed at Salisbury February 10 and March 22, 1982;
Entered into force March 22, 1982.

The American Ambassador to the Zimbabwean Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

Salisbury, February 10, 1982

Excellency:

I have the honor to refer to recent conversations between representatives of our two Governments and to advise you that the Government of the United States of America will be prepared to furnish to the Government of Zimbabwe economic, technical and related assistance in accordance with the understandings set forth below as to which your Government expressed approval in your Ministry's letter of October 30, 1981.

1. The Government of the United States of America will furnish such economic, technical, and related assistance hereunder as may be requested by representatives of the appropriate agency or agencies of the Government of Zimbabwe and approved by representatives of the agency designated by the Government of the United States of America to administer its responsibilities hereunder, or as may be requested and approved by other representatives designated by the Government of the United States of America and the Government of Zimbabwe. The furnishing of such assistance shall be subject to applicable United States laws and regulations. It shall be made available

His Excellency
Witness M. Mangwende
Minister of Foreign Affairs
Salisbury

in accordance with arrangements agreed upon between the above-mentioned representatives.

2. The Government of Zimbabwe will make the fullest contribution permitted by its manpower, resources, facilities, and general economic condition in furtherance of the purposes for which assistance is made available hereunder; will take appropriate steps to assure the effective use of such assistance; will cooperate with the Government of the United States of America to assure that procurement will be at reasonable prices and on reasonable terms; will, without restriction, permit continuous observation and review by United States representatives of programs and operations hereunder, and records pertaining thereto; will provide the Government of the United States of America with full and complete information concerning such programs and operations and other relevant information which the Government of the United States of America may need to determine the nature and scope of operations and to evaluate the effectiveness of the assistance furnished or contemplated; and will give to the people of Zimbabwe full publicity concerning programs and operations hereunder. With respect to cooperative technical assistance programs hereunder, the Government of Zimbabwe will also bear a fair share of the costs thereof; will, to the maximum extent possible, seek full coordination and integration of technical cooperation programs being carried on in Zimbabwe; and will cooperate with other nations participating in such programs in the mutual exchange of technical knowledge and skills.

3. In any case where commodities are furnished on a grant basis under arrangements which will result in the accrual of proceeds to the Government of Zimbabwe from the sale of such commodities, the Government of Zimbabwe, except as may otherwise be mutually agreed upon by the representatives referred to in paragraph 1 hereof, will establish in its own name a Special Account in the Reserve Bank of Zimbabwe; will deposit promptly in such Special Account the amount of local currency equivalent to such proceeds; and, upon notification from time to time by the Government of the United States of America of its local currency requirements, will make available to the Government of the United States of America, in the manner requested by that Government, out of any balances in the Special Account, such sums as are stated in such notifications to be necessary for such requirements. The Government of Zimbabwe may draw upon any remaining balances in the Special Account for such purposes beneficial to Zimbabwe as may be agreed upon from time to time by the representatives referred to in paragraph 1 hereof. Any unencumbered balances of funds which remain in the Special Account upon termination of assistance hereunder to the Government of Zimbabwe shall be disposed of for such purposes as may be agreed upon by the representatives referred to in paragraph 1 hereof.

4. The Government of the United States of America and the Government of Zimbabwe agree that a special mission will carry out and discharge the responsibilities of the Government of the United States of America under this Agreement. The Government of Zimbabwe agrees to give full

cooperation to the special mission and its personnel, including the furnishing of facilities necessary for the purpose of carrying out the provisions of this Agreement. The Government of Zimbabwe shall accord all United States Government employees who are present in Zimbabwe to perform work in connection with this Agreement (and their families), except those employees who are or become accredited as diplomatic agents, full and complete immunity from criminal jurisdiction and shall protect such personnel, as well as contract personnel financed under this Agreement who are not citizens or permanent residents of Zimbabwe, from civil jurisdiction by assuming the position of defendant in every respect, including assumption of liability, in place of such personnel with respect to any claims arising from acts performed in connection with carrying out this Agreement; any form of judicial process or claim against such personnel shall to that extent be precluded.

5. In order to assure the maximum benefits to the people of Zimbabwe from the assistance to be furnished hereunder:

(a) Any supplies, materials, equipment, or funds introduced into or acquired in Zimbabwe by the Government of the United States of America, or any contractor financed by that Government, for purposes of any program or project conducted hereunder shall not, while such supplies, materials, equipment, or funds are used in connection with such a program or project, be subject to any taxes on ownership or use of property and any other taxes, and investment or deposit requirements in Zimbabwe, and the import, export, purchase, use or disposition of any such supplies, materials,

equipment, or funds in connection with such a program or project shall not be subject to any tariffs, customs duties, import and export taxes, taxes on purchase or disposition of property, and other taxes or similar charges in Zimbabwe. Specific arrangements to implement this sub-paragraph shall be set forth in each Project Agreement. The Government of Zimbabwe shall grant the necessary import licences required for any supplies, materials, or equipment imported in terms of the Project Agreement, and shall ensure their expeditious clearance through customs.

(b) All personnel (and their families), except citizens and permanent residents of Zimbabwe, whether (i) employees of the Government of the United States of America or any agency thereof, (ii) individuals under contract with, or employees of public or private organizations under contract with, the Government of Zimbabwe or any agency thereof, or (iii) individuals under contract with or financed by, or employees of public or private organizations under contract with or financed by, the Government of the United States of America or any agency thereof, who are in Zimbabwe to perform work in connection with this Agreement, shall be exempt from income and social security taxes levied under the laws of Zimbabwe with respect to income upon which they are obligated to pay income or social security taxes to any other Government. Such personnel (and their families) who are United States Government employees attached to the special mission shall be exempt from customs, import, and export duties on all personal effects, equipment, and supplies imported into Zimbabwe for their own use, and from all other duties and fees of whatsoever nature. All

other such personnel shall be exempt from customs, import, and export duties on all personal effects, equipment, and supplies imported into Zimbabwe for their own use, and from all other duties and import taxes of whatsoever nature, provided that such personal effects, equipment and supplies are acquired by such personnel within three months after arrival of such personnel in Zimbabwe. If such articles are disposed of in Zimbabwe within a period of 12 months, or otherwise than by the prior permission of the Controller of Customs and Excise, by gift or to a person or organization who or which is not entitled to purchase such articles free of import or customs duty, such duty will be payable at the rate required by the law of Zimbabwe at the time of disposal. The repatriation of any proceeds arising from any sale will be subject to prevailing exchange control regulations.

(c) Funds introduced into Zimbabwe for purposes of furnishing assistance hereunder shall be convertible into currency of Zimbabwe at the rate providing the largest number of units of such currency per United States Dollar which, at the time the conversion is made, is not unlawful in Zimbabwe.

6. The Government of the United States of America and the Government of Zimbabwe will establish procedures whereby the Government of Zimbabwe will so deposit, segregate, or assure title to all funds allocated to or derived from any program of assistance undertaken hereunder by the Government of the United States of America that such funds shall not be subject to garnishment,

attachment, seizure, or other legal process by any person, firm, agency, corporation, organization, or government when the Government of Zimbabwe is advised by the Government of the United States of America that such legal process would interfere with the attainment of the objectives of the program of assistance hereunder.

7. All or any part of any program of assistance provided hereunder may, except as may otherwise be provided in arrangements agreed upon pursuant to paragraph 1 hereof, be terminated by either Government if that Government determines that because of changed conditions the continuation of such assistance is unnecessary or undesirable. The termination of such assistance under this provision may include the termination of deliveries of any commodities hereunder not yet delivered.

I have the honor to propose that, if these understandings are acceptable to the Government of Zimbabwe, the present note and your Excellency's reply note concurring therein and containing the full text of the above understandings shall constitute an Agreement between our two Governments which shall be deemed to have entered into force on the date of your Excellency's reply and which shall remain in force until thirty days after the receipt by either Government of written notification of the intention of the other to terminate it, it being understood, however, that in the event of such termination the provisions hereof shall remain in full force and effect with respect to assistance theretofore furnished.

Accept, Excellency, the renewed assurance of my highest consideration.

Robert V. Keeley

TIAS 10348

The Zimbabwean Minister of Foreign Affairs to the American Ambassador

SALISBURY, March 22, 1982

Excellency:

I have the honour to refer to your note of 10th February, 1982 and to advise that the Government of Zimbabwe concurs with the understandings governing the Agreement for economic, technical and related assistance between the Government of Zimbabwe and the Government of the United States of America set forth below. In accordance with the proposals agreed to in your Excellency's note of 10th February, 1982, this note therefore constitutes concurrence with the understandings set forth below.

[For the text of the understandings, see U.S. note pp. 195-201.]

Accept, Excellency, the renewed assurance of my highest consideration.

W.M. Mangwende.

Witness M. Mangwende
Minister for Foreign Affairs
REPUBLIC OF ZIMBABWE

[SEAL]

H.E. Ambassador Robert V. Keeley
Embassy of the United States of America
SALISBURY
Zimbabwe

EGYPT

Defense: Security of Military Information

Agreement signed at Cairo February 10, 1982;
Entered into force February 10, 1982.

GENERAL SECURITY OF MILITARY INFORMATION AGREEMENT

1. All classified military information communicated directly or indirectly between our two Governments shall be protected in accordance with the following principles:

(a) The recipient government will not release the information to a third government or any other party without the approval of the releasing government;

(b) The recipient government will afford the information a degree of protection equivalent to that afforded it by the releasing government;

(c) The recipient government will not use the information for other than the purpose for which it was given; and

(d) The recipient will respect private rights, such as patents, copyrights, or trade secrets which are involved in the information.

2. Classified military information and material shall be transferred only on a Government-to-Government basis and only to persons who have appropriate security clearance for access to it.

3. For the purpose of this Agreement classified military information is that official military information or material which in the interests of national security of the releasing government, and in accordance with applicable national laws and regulations, requires protection against unauthorized disclosure and which has been designated as classified by appropriate security authority. This includes any classified information, in any form, including written, oral, or visual. Material may be any document, product, or substance on, or in which, information may be recorded or embodied. Material shall encompass everything regardless of its physical character or makeup including, but not limited to, documents, writing, hardware, equipment, machinery, apparatus, devices, models, photographs, recordings, reproductions, notes, sketches, plans, prototypes, designs, configurations, maps, and letters, as well as all other products, substances, or items from which information can be derived.

4. Information classified by either of our two Governments and furnished by either Government to the other through Government channels will be assigned a classification by appropriate authorities of the receiving Government which will assure a degree of protection equivalent to that required by the Government furnishing the information.

5. This Agreement shall apply to all exchanges of classified military information between all agencies and authorized officials of our two Governments. However, this Agreement shall not apply to classified information for which separate security agreements and arrangements already have been concluded. Details regarding channels of communication and the application of the foregoing principles shall be the subject of such technical arrangements (including an industrial security arrangement) as may be necessary between appropriate agencies of our respective governments.

6. Each government will permit security experts of the other government to make periodic visits to its territory when it is mutually convenient, to discuss with its security authorities its procedures and facilities for the protection of classified military information furnished to it by the other government. Each government will assist such experts in determining whether such information provided to it by the other government is being adequately protected.

7. The recipient government will investigate all cases in which it is known or there are grounds for suspecting that classified military information from the originating government has been lost or disclosed to unauthorized persons. The recipient government shall also promptly and fully inform the originating government of the details of any such occurrences, and of the final results of the investigation and corrective action taken to preclude recurrences.

8. A. In the event that either government or its contractors award a contract involving classified military information for performance within the territory of the other government, then the government of the country in which performance under the contract is taking place will assume responsibility for administering security measures within its own territory for the protection of such classified information in accordance with its own standards and requirements.

B. Prior to the release to a contractor or prospective contractor of any classified military information received from the other government, the recipient government will:

(1) Insure that such contractor or prospective contractor and his facility have the capability to protect the information adequately;

(2) Grant to the facility an appropriate security clearance to this effect;
(3) Grant appropriate security clearance for all personnel whose duties require access to the information;
(4) Insure that all persons having access to the information are informed of their responsibilities to protect the information in accordance with applicable laws;
(5) Carry out periodic security inspections of cleared facilities;
(6) Assure that access to the military information is limited to those persons who have a need to know for official purposes. A request for authorization to visit a facility when access to the classified military information is involved will be submitted to the appropriate department or agency of the government of the country where the facility is located by an agency designated for this purpose by the other government; this request will include a statement of the security clearance, the official status of the visitor and the reason for the visit. Blanket authorizations for visits over extended periods may be arranged. The government to which the request is submitted will be responsible for advising the contractor of the proposed visit and for authorizing the visit to be made.

9. Costs incurred in conducting security investigations or inspections required hereunder will not be subject to reimbursement.

For the Arab Republic of Egypt

Taher Shash
Under Secretary

For the United States of America

Alfred L. Atherton, Jr.
American Ambassador

Cairo, Arab Republic of Egypt

MULTILATERAL

International Wheat Agreement, 1971: Wheat Trade Convention, 1971—Modification and Extension

Protocol open for signature at Washington March 24 through May 15, 1981;
Transmitted by the President of the United States of America to the Senate May 29, 1981 (Treaty Doc. No. 97–9, 97th Cong., 1st Sess.);
Reported favorably by the Senate Committee on Foreign Relations December 10, 1981 (S. Ex. Rept. No. 42, 97th Cong., 1st Sess.);
Advice and consent to ratification by the Senate December 16, 1981;
Ratified by the President January 12, 1982;
Ratification of the United States of America deposited January 12, 1982;
Proclaimed by the President February 1, 1982;
Entered into force for the United States of America provisionally July 1, 1981; entered into force definitively January 12, 1982.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

The 1981 Protocol for the Sixth Extension of the Wheat Trade Convention, 1971, was open for signature in Washington from March 24 through May 15, 1981, and the Protocol was signed during that period by the respective plenipotentiaries of the Government of the United States of America and certain other Governments;

The text of the Protocol, in the English, French, Russian, and Spanish languages, is hereto annexed;

The Senate of the United States of America by its resolution of December 16, 1981, two-thirds of the Senators present concurring therein, gave its advice and consent to ratification of the Protocol;

The President of the United States of America ratified the Protocol on January 12, 1982, in pursuance of the advice and consent of the Senate;

The Government of the United States of America deposited a declaration of provisional application of the Protocol on June 23, 1981, and deposited its instrument of ratification on January 12, 1982;

Pursuant to the provisions of Article 9 of the Protocol, the Protocol entered into force provisionally for the United States of America on June 23, 1981;

Pursuant to the provisions of Article 9 of the Protocol, the Protocol entered into force definitively for the United States of America on January 12, 1982;

NOW, THEREFORE, I, Ronald Reagan, President of the United States of America, proclaim and make public the Protocol, to the end that it be observed and fulfilled with good faith on and after January 12, 1982, by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have signed this proclamation and caused the Seal of the United States of America to be affixed.

[SEAL] DONE at the city of Washington this first day of February in the year of our Lord one thousand nine hundred eighty-two and of the Independence of the United States of America the two hundred sixth.

RONALD REAGAN

By the President:
ALEXANDER M. HAIG JR
Secretary of State

TIAS 10350

1981 PROTOCOLS FOR THE

SIXTH EXTENSION OF THE WHEAT TRADE CONVENTION, 1971 AND THE FIRST EXTENSION OF THE FOOD AID CONVENTION, 1980[1]

CONSTITUTING THE INTERNATIONAL WHEAT AGREEMENT, 1971

PREAMBLE

The Conference to establish the texts of the 1981 Protocols for the sixth extension of the Wheat Trade Convention, 1971[2] and the first extension of the Food Aid Convention, 1980[3] constituting the International Wheat Agreement, 1971

Considering that the International Wheat Agreement of 1949 was revised, renewed or extended in 1953, 1956, 1959, 1962, 1965, 1966, 1967, 1968, 1971, 1974, 1975, 1976, 1978 and 1979,[4]

Considering that the International Wheat Agreement, 1971, consisting of two separate legal instruments - the Wheat Trade Convention, 1971, which was further extended by Protocol in 1979; and the Food Aid Convention, 1980 - will expire on 30 June 1981,

Has established the texts of the 1981 Protocols for the sixth extension of the Wheat Trade Convention, 1971 and for the first extension of the Food Aid Convention, 1980.

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[1] For the protocol extending the Food Aid Convention, see TIAS 10351, *post.*
[2] TIAS 7144; 22 UST 820.
[3] TIAS 10015; 32 UST 5751.
[4] TIAS 1957, 2799, 3709, 4302, 5115, 5844, 6057, 6315, 6537, 7144, 7988, 8227, 8902, 9459, 9878; 63 Stat. 2173; 4 UST 944; 7 UST 3275; 10 UST 1477; 13 UST 1571; 16 UST 1010; 17 UST 948; 18 UST 1699; 19 UST 5499; 22 UST 820; 25 UST 3261; 27 UST 97; 29 UST 1715; 30 UST 4287; 32 UST 2785.

1981 PROTOCOL FOR THE SIXTH EXTENSION OF THE WHEAT TRADE CONVENTION, 1971

The Governments party to this Protocol,

Considering that the Wheat Trade Convention, 1971 (hereinafter referred to as "the Convention") of the International Wheat Agreement, 1971, which was further extended by Protocol in 1979, expires on 30 June 1981,

Have agreed as follows:

ARTICLE 1

Extension, expiry and termination of the Convention

Subject to the provisions of Article 2 of this Protocol, the Convention shall continue in force between the parties to this Protocol until 30 June 1983 provided that, if a new international agreement covering wheat enters into force before 30 June 1983, this Protocol shall remain in force only until the date of entry into force of the new agreement.

ARTICLE 2

Inoperative provisions of the Convention

The following provisions of the Convention shall be deemed to be inoperative with effect from 1 July 1981:

(a) paragraph (4) of Article 19;

(b) Articles 22 to 26 inclusive;

(c) paragraph (1) of Article 27;

(d) Articles 29 to 31 inclusive.

ARTICLE 3

Definition

Any reference in this Protocol to a "Government" or "Governments" shall be construed as including a reference to the European Economic Community (hereinafter referred to as "the Community"). Accordingly, any reference in this Protocol to "signature" or to the "deposit of instruments of ratification, acceptance or approval" or "an instrument of accession" or "a declaration of provisional application" by a Government shall, in the case of the Community, be construed as including signature or declaration of provisional application on behalf of the Community by its competent authority and the deposit of the instrument required by the institutional procedures of the Community to be deposited for the conclusion of an international agreement.

ARTICLE 4

Finance

The initial contribution of any exporting or importing member acceding to this Protocol under paragraph (1)(b) of Article 7 thereof, shall be assessed by the Council on the basis of the votes to be distributed to it and the period remaining in the current crop year, but the assessments made upon other exporting and importing members for the current crop year shall not be altered.

ARTICLE 5

Signature

This Protocol shall be open for signature in Washington from 24 March 1981 until and including 15 May 1981 by Governments of countries party to the Convention as further extended by the 1979 Protocol, or which are provisionally regarded as party to the Convention as further extended by the 1979 Protocol, on 6 March 1981, or which are members of the United Nations, of its specialized agencies or of the International Atomic Energy Agency, and are listed in Annex A or Annex B to the Convention.

ARTICLE 6

Ratification, acceptance or approval

This Protocol shall be subject to ratification, acceptance or approval by each signatory Government in accordance with its respective constitutional procedures. Instruments of ratification, acceptance or approval shall be deposited with the Government of the United States of America not later than 30 June 1981, except that the Council may grant one or more extensions of time to any signatory Government that has not deposited its instrument of ratification, acceptance or approval by that date.

ARTICLE 7

Accession

(1) This Protocol shall be open for accession

(a) until 30 June 1981 by the Government of any member listed in Annex A or B to the Convention as of that date, except that the Council may grant one or more extensions of time to any Government that has not deposited its instrument by that date, and

(b) after 30 June 1981 by the Government of any member of the United Nations, of its specialized agencies or of the International Atomic Energy Agency, upon such conditions as the Council considers appropriate by not less than two thirds of the votes cast by exporting members and two thirds of the votes cast by importing members.

(2) Accession shall be effected by the deposit of an instrument of accession with the Government of the United States of America.

(3) Where, for the purposes of the operation of the Convention and this Protocol, reference is made to members listed in Annex A or B to the Convention, any member the Government of which has acceded to the Convention on conditions prescribed by the Council, or to this Protocol in accordance with paragraph (1)(b) of this Article, shall be deemed to be listed in the appropriate Annex.

ARTICLE 8

Provisional application

Any signatory Government may deposit with the Government of the United States of America a declaration of provisional application of this Protocol. Any other Government eligible to sign this Protocol or whose application for accession is approved by the Council may also deposit with the Government of the United States of America a declaration of provisional application. Any Government depositing such a declaration shall provisionally apply this Protocol and be provisionally regarded as a party thereto.

ARTICLE 9

Entry into force

(1) This Protocol shall enter into force on 1 July 1981 if, by 30 June 1981, Governments representing exporting members which held at least 60 per cent of the votes set out in Annex A and representing importing members which held at least 50 per cent of the votes set out in Annex B, or would have held such votes on 30 June 1981 if they had been parties to the Convention on that date, have deposited instruments of ratification, acceptance, approval or accession, or declarations of provisional application, in accordance with Articles 6, 7 and 8 of this Protocol.

(2) If this Protocol does not enter into force in accordance with paragraph (1) of this Article, the Governments which have deposited instruments of ratification, acceptance, approval or accession, or declarations of provisional application, may decide by mutual consent that it shall enter into force among those Governments that have deposited instruments of ratification, acceptance, approval or accession, or declarations of provisional application.

ARTICLE 10

Notification by depositary Government

The Government of the United States of America as the depositary Government shall notify all signatory and acceding Governments of each signature, ratification, acceptance, approval, provisional application of, and accession to, this Protocol as well as of each notification and notice received under Article 27 of the Convention and each declaration and notification received under Article 28 of the Convention.

ARTICLE 11

Certified copy of the Protocol

As soon as possible after the entry into force of this Protocol, the depositary Government shall send a certified copy of this Protocol in the English, French, Russian and Spanish languages to the Secretary-General of the United Nations for registration in accordance with Article 102 of the Charter of the United Nations.[1] Any amendments to this Protocol shall likewise be communicated.

[1] TS 993; 59 Stat. 1053.

ARTICLE 12

Relationship of Preamble to Protocol

This Protocol includes the Preamble to the 1981 Protocols for the sixth extension of the Wheat Trade Convention, 1971 and for the first extension of the Food Aid Convention, 1980, constituting the International Wheat Agreement, 1971.

IN WITNESS WHEREOF the undersigned, having been duly authorized to this effect by their respective Governments or authorities, have signed this Protocol on the dates appearing opposite their signatures.

The texts of this Protocol in the English, French, Russian and Spanish languages shall be equally authentic. The originals shall be deposited with the Government of the United States of America, which shall transmit certified copies thereof to each signatory and acceding party and to the Executive Secretary of the Council.

PROTOCOLES DE 1981 PORTANT SIXIEME PROROGATION
DE LA CONVENTION SUR LE COMMERCE DU BLE DE 1971
ET PORTANT PREMIERE PROROGATION DE LA
CONVENTION RELATIVE A L'AIDE ALIMENTAIRE DE 1980
CONSTITUANT L'ACCORD INTERNATIONAL SUR LE BLE DE 1971

PREAMBULE

La Conférence chargée d'établir les textes des Protocoles de 1981 portant sixième prorogation de la Convention sur le commerce du blé de 1971 et portant première prorogation de la Convention relative à l'aide alimentaire de 1980 constituant l'Accord international sur le blé de 1971,

Considérant que l'Accord international sur le blé de 1949 a été révisé, renouvelé ou prorogé en 1953, 1956, 1959, 1962, 1965, 1966, 1967, 1968, 1971, 1974, 1975, 1976, 1978 et 1979,

Considérant que l'Accord international sur le blé de 1971, composé de deux instruments juridiques distincts - la Convention sur le commerce du blé de 1971 qui a été prorogée à nouveau par Protocole en 1979, d'une part, et la Convention relative à l'aide alimentaire de 1980, d'autre part - prend fin le 30 juin 1981,

A établi les textes des Protocoles de 1981 portant sixième prorogation de la Convention sur le commerce du blé de 1971 et portant première prorogation de la Convention relative à l'aide alimentaire de 1980.

PROTOCOLE DE 1981 PORTANT SIXIEME PROROGATION DE LA CONVENTION SUR LE COMMERCE DU BLE DE 1971

Les gouvernements parties au présent Protocole,

Considérant que la Convention sur le commerce du blé de 1971 (ci-après dénommée "la Convention") de l'Accord international sur le blé de 1971, qui a été prorogée à nouveau par Protocole en 1979, vient à expiration le 30 juin 1981,

Sont convenus de ce qui suit :

ARTICLE PREMIER

Prorogation, venue à expiration et résiliation de la Convention

Sous réserve des dispositions de l'article 2 du présent Protocole, la Convention demeurera en vigueur entre les parties au présent Protocole jusqu'au 30 juin 1983, étant entendu toutefois que, si un nouvel accord international en matière de blé entre en vigueur avant le 30 juin 1983, ledit Protocole demeurera en vigueur jusqu'à la date d'entrée en vigueur du nouvel accord seulement.

ARTICLE 2

Dispositions de la Convention rendues inopérantes

Les dispositions suivantes de la Convention seront considérées comme inopérantes à compter du 1er juillet 1981 :

a) le paragraphe 4 de l'article 19 ;

b) les articles 22 à 26 inclus ;

c) le paragraphe 1 de l'article 27 ;

d) les articles 29 à 31 inclus.

ARTICLE 3

Définition

Toute mention, dans le présent Protocole, du "gouvernement" ou des "gouvernements" est réputée valoir aussi pour la Communauté économique européenne (ci-après dénommée "la Communauté"). En conséquence, toute mention, dans le présent Protocole, de "la signature" ou du "dépôt des instruments de ratification, d'acceptation ou d'approbation" ou d'un "instrument d'adhésion" ou d'une "déclaration d'application à titre provisoire" par un gouvernement est, dans le cas de la Communauté, réputée valoir aussi pour la signature ou pour la déclaration d'application à titre provisoire au nom de la Communauté par son autorité compétente ainsi que pour le dépôt de l'instrument requis par la procédure institutionnelle de la Communauté pour la conclusion d'un accord international.

ARTICLE 4

Dispositions financières

La cotisation initiale de tout membre exportateur ou de tout membre importateur qui adhère au présent Protocole conformément aux dispositions de l'alinéa b) du paragraphe 1 de l'article 7 dudit Protocole est fixée par le Conseil en fonction du nombre des voix qui lui seront attribuées et de la période restant à courir dans l'année agricole ; toutefois, les cotisations fixées pour les autres membres exportateurs et pour les autres membres importateurs au titre de l'année agricole en cours ne sont pas modifiées.

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ARTICLE 5

Signature

Le présent Protocole sera ouvert, à Washington, du 24 mars 1981 au 15 mai 1981 inclus, à la signature des gouvernements des pays parties à la Convention prorogée à nouveau par le Protocole de 1979, ou provisoirement considérés comme étant parties à celle-ci, au 6 mars 1981, ou qui sont membres de l'Organisation des Nations Unies, de ses institutions spécialisées ou de l'Agence internationale de l'énergie atomique et sont énumérés dans l'annexe A ou dans l'annexe B de la Convention.

ARTICLE 6

Ratification, acceptation ou approbation

Le présent Protocole est soumis à la ratification, à l'acceptation ou à l'approbation de chacun des gouvernements signataires conformément à ses procédures constitutionnelles. Les instruments de ratification, d'acceptation ou d'approbation seront déposés auprès du Gouvernement des Etats-Unis d'Amérique au plus tard le 30 juin 1981, étant entendu toutefois que le Conseil peut accorder une ou plusieurs prolongations de délai à tout gouvernement signataire qui n'aura pas déposé son instrument de ratification, d'acceptation ou d'approbation à cette date.

ARTICLE 7

Adhésion

1) Le présent Protocole sera ouvert :

a) jusqu'au 30 juin 1981, à l'adhésion du gouvernement de tout membre énuméré à cette date dans les annexes A ou B de la Convention, étant entendu toutefois que le Conseil peut accorder une ou plusieurs prolongations de délai à tout gouvernement n'ayant pas déposé son instrument à la date en question, et

b) après le 30 juin 1981, à l'adhésion du gouvernement de tout membre de l'Organisation des Natipns Unies, de ses institutions spécialisées ou de l'Agence internationale de l'énergie atomique, aux conditions que le Conseil jugera appropriées à la majorité des deux tiers au moins des voix exprimées par les membres exportateurs et des deux tiers au moins des voix exprimées par les membres importateurs.

2) L'adhésion a lieu par le dépôt d'un instrument d'adhésion auprès du Gouvernement des Etats-Unis d'Amérique.

3) Lorsqu'il est fait mention, aux fins de l'application de la Convention et du présent Protocole, des membres énumérés dans les annexes A ou B de la Convention, tout membre dont le gouvernement a adhéré à la Convention dans les conditions prescrites par le Conseil ou au présent Protocole conformément à l'alinéa b) du paragraphe 1 du présent article sera réputé énuméré dans l'annexe appropriée.

ARTICLE 8

Application à titre provisoire

Tout gouvernement signataire peut déposer auprès du Gouvernement des Etats-Unis d'Amérique une déclaration d'application à titre provisoire du présent Protocole. Tout autre gouvernement remplissant les conditions nécessaires pour signer le présent Protocole ou dont la demande d'adhésion est approuvée par le Conseil peut aussi déposer auprès du Gouvernement des Etats-Unis d'Amérique une déclaration d'application à titre provisoire. Tout gouvernement déposant une telle déclaration applique provisoirement le présent Protocole et il est considéré provisoirement comme y étant partie.

ARTICLE 9

Entrée en vigueur

1) Le présent Protocole entrera en vigueur le 1er juillet 1981 si, au 30 juin 1981, des gouvernements représentant les membres exportateurs qui détiennent au moins 60 pour cent des voix dénombrées dans l'annexe A et représentant les membres importateurs qui détiennent au moins 50 pour cent des voix dénombrées dans l'annexe B, ou qui auraient détenu ces pourcentages de voix respectifs le 30 juin 1981 s'ils avaient été parties à la Convention à cette date, ont déposé des instruments de ratification, d'acceptation, d'approbation ou d'adhésion, ou des déclarations d'application à titre provisoire, conformément aux articles 6, 7 et 8 du présent Protocole.

2) Si le présent Protocole n'entre pas en vigueur conformément aux dispositions du paragraphe 1 du présent article, les gouvernements qui auront déposé des instruments de ratification, d'acceptation, d'approbation ou d'adhésion, ou des déclarations d'application à titre provisoire, pourront décider d'un commun accord qu'il entrera en vigueur entre les gouvernements qui auront déposé des instruments de ratification, d'acceptation, d'approbation ou d'adhésion, ou des déclarations d'application à titre provisoire.

ARTICLE 10

Notification par le gouvernement dépositaire

Le Gouvernement des Etats-Unis d'Amérique, en qualité de gouvernement dépositaire, notifiera à tous les gouvernements signataires et adhérents toute signature, ratification, acceptation, approbation, application à titre provisoire du présent Protocole et toute adhésion, ainsi que toute notification et tout préavis reçus conformément aux dispositions de l'article 27 de la Convention et toute déclaration et notification reçues conformément aux dispositions de l'article 28 de la Convention.

ARTICLE 11

Copie certifiée conforme du Protocole

Le plus tôt possible après l'entrée en vigueur du présent Protocole, le gouvernement dépositaire adressera une copie certifiée conforme dudit Protocole en langues anglaise, espagnole, française et russe au Secrétaire général de l'Organisation des Nations Unies pour enregistrement conformément à l'Article 102 de la Charte des Nations Unies. Tout amendement au présent Protocole sera pareillement communiqué au Secrétaire général de l'Organisation des Nations Unies.

ARTICLE 12

Rapport entre le Préambule et le Protocole

Le présent Protocole comprend le Préambule des Protocoles de 1981 portant sixième prorogation de la Convention sur le commerce du blé de 1971 et portant première prorogation de la Convention relative à l'aide alimentaire de 1980 constituant l'Accord international sur le blé de 1971.

EN FOI DE QUOI, les soussignés, dûment autorisés à cet effet par leurs gouvernements ou leurs autorités respectifs, ont signé le présent Protocole à la date figurant en regard de leur signature.

Les textes du présent Protocole en langues anglaise, espagnole, française et russe font également foi. Les textes originaux seront déposés auprès du Gouvernement des Etats-Unis d'Amérique, qui en transmettra des copies certifiées conformes à chaque partie signataire et adhérente ainsi qu'au Secrétaire exécutif du Conseil.

ПРОТОКОЛЫ 1981 ГОДА О ШЕСТОМ ПРОДЛЕНИИ СРОКА ДЕЙСТВИЯ КОНВЕНЦИИ О ТОРГОВЛЕ ПШЕНИЦЕЙ 1971 ГОДА И О ПЕРВОМ ПРОДЛЕНИИ СРОКА ДЕЙСТВИЯ КОНВЕНЦИИ ОБ ОКАЗАНИИ ПРОДОВОЛЬСТВЕННОЙ ПОМОЩИ 1980 ГОДА, СОСТАВЛЯЮЩИХ МЕЖДУНАРОДНОЕ СОГЛАШЕНИЕ ПО ПШЕНИЦЕ 1971 ГОДА

ПРЕАМБУЛА

Конференция по составлению текстов Протоколов 1981 года о шестом продлении срока действия Конвенции о торговле пшеницей 1971 года и о первом продлении Конвенции об оказании продовольственной помощи 1980 года, составляющих Международное соглашение по пшенице 1971 года

Принимая во внимание, что Международное соглашение по пшенице 1949 года пересматривалось, возобновлялось или продлевалось в 1953, 1956, 1959, 1962, 1965, 1966, 1967, 1968, 1971, 1974, 1975, 1976, 1978 и 1979 годах,

Принимая во внимание, что срок действия Международного соглашения по пшенице 1971 года, состоящего из двух самостоятельных юридических актов, - Конвенции о торговле пшеницей 1971 года, срок действия которой был дальнейшим образом продлен Протоколом в 1979 году, и Конвенции об оказании продовольственной помощи 1980 года - истекает 30 июня 1981 года,

Составила тексты Протоколов 1981 года о шестом продлении срока действия Конвенции о торговле пшеницей 1971 года и о первом продлении срока действия Конвенции об оказании продовольственной помощи 1980 года.

ПРОТОКОЛ 1981 ГОДА
О ШЕСТОМ ПРОДЛЕНИИ СРОКА ДЕЙСТВИЯ
КОНВЕНЦИИ О ТОРГОВЛЕ ПШЕНИЦЕЙ 1971 ГОДА

Правительства-Стороны настоящего Протокола,

Принимая во внимание, что срок действия Конвенции о торговле пшеницей 1971 года (именуемой в дальнейшем "Конвенция") Международного соглашения по пшенице 1971 года, продленный дальнейшим образом Протоколом 1979 года, истекает 30 июня 1981 года,

Согласились о следующем:

СТАТЬЯ 1

Продление, истечение
и прекращение срока действия Конвенции

Согласно положениям Статьи 2 настоящего Протокола, Конвенция останется в силе для Сторон настоящего Протокола до 30 июня 1983 года, при условии, что если новое международное соглашение по пшенице вступит в силу до 30 июня 1983 года, действие настоящего Протокола останется в силе только до момента вступления в силу нового соглашения.

СТАТЬЯ 2

Неоперативные положения Конвенции

С 1 июля 1981 года следующие положения Конвенции будут считаться неоперативными:

(a) параграф (4) Статьи 19;

(b) Статьи с 22 по 26 включительно;

(c) параграф (1) Статьи 27;

(d) Статьи с 29 по 31 включительно.

СТАТЬЯ 3

Определение

Любую ссылку в настоящем Протоколе на "Правительство" или "Правительства" следует понимать как включающую ссылку на Европейское Экономическое Сообщество (именуемое в дальнейшем "Сообщество"). Соответственно, любую ссылку в настоящем Протоколе на "подписание" или на"сдачу на хранение актов о ратификации, принятии или одобрении" или на "акт о присоединении" или "декларацию о временном применении" Правительством следует, применительно к Сообществу, понимать как включающую подписание или декларацию о временном применении от имени Сообщества ее компетентным органом и депонирование акта, который, согласно уставной процедуре Сообщества, сдается на хранение при заключении международного соглашения.

СТАТЬЯ 4

Финансовые вопросы

Первоначальный взнос любого участника-экспортера или импортера, присоединяющегося к настоящему Протоколу согласно его параграфу (1) (b) Статьи 7, устанавливается Советом на основании количества голосов, которым этот участник будет располагать, и срока, остающегося до истечения текущего сельскохозяйственного года, причем взносы, установленные для других участников-экспортеров и импортеров на текущий сельскохозяйственный год, остаются без изменения.

СТАТЬЯ 5

Подписание

Настоящий Протокол открыт для подписания в Вашингтоне с 24 марта 1981 года по 15 мая 1981 года включительно Правительствами стран-Сторон Конвенции, продленной далее Протоколом 1979 года, или временно считающимися на 6 марта 1981 года сторонами Конвенции, продленной далее Протоколом 1979 года, или являющимися членами Организации Объединенных Наций, ее специализированных учреждений или Международного агентства по атомной энергии и перечисленными в Приложении А или Приложении В к Конвенции.

СТАТЬЯ 6

Ратификация, принятие или одобрение

Настоящий Протокол подлежит ратификации, принятию или одобрению каждым подписавшим Правительством в соответствии с его соответствующими конституционными процедурами. Акты о ратификации, принятии или одобрении сдаются на хранение Правительству Соединенных Штатов Америки не позднее 30 июня 1981 года, за исключением случаев, когда Совет может предоставить одну или более отсрочек любому подписавшему Правительству, которое не сдало на хранение к указанному сроку своих актов о ратификации, принятии или одобрении.

СТАТЬЯ 7

Присоединение

(1) Настоящий Протокол открыт для присоединения:

(a) до 30 июня 1981 года Правительства любой страны-участницы, внесенной на эту дату в список в Приложении А или Приложении В к Конвенции, за исключением случаев, когда Совет может предоставить одну или более отсрочек любому Правительству, которое не сдало на хранение к этому времени акт о присоединении, и

(b) после 30 июня 1981 года Правительства любой страны-члена Организации Объединенных Наций, ее специализированных учреждений или Международного агентства по атомной энергии на таких условиях, которые Совет сочтет целесообразными большинством не менее, чем в две трети голосов, поданных участниками-экспортерами, и не менее, чем в две трети голосов, поданных участниками-импортерами.

(2) Присоединение осуществляется путем сдачи на хранение акта о присоединении Правительству Соединенных Штатов Америки.

(3) В тех случаях, когда для целей осуществления Конвенции и настоящего Протокола делается ссылка на участников, перечисленных в Приложении А или В к Конвенции, любой участник, Правительство которого присоединилось к Конвенции на условиях, предписанных Советом, или к настоящему Протоколу в соответствии с параграфом (1) (b) настоящей Статьи, считается внесенным в список соответствующего Приложения.

СТАТЬЯ 8

Временное применение

Любое подписавшее Правительство может сдать на хранение Правительству Соединенных Штатов Америки декларацию о временном применении настоящего Протокола. Любое другое Правительство, имеющее право подписать настоящий Протокол, или чье обращение о присоединении одобрено Советом, может также сдать на хранение Правительству Соединенных Штатов Америки декларацию о временном применении. Любое Правительство, сдающее на хранение такую декларацию, временно применяет настоящий Протокол и временно считается его стороной.

СТАТЬЯ 9

Вступление в силу

(1) Настоящий Протокол вступает в силу 1 июля 1981 года, если к 30 июня 1981 года Правительства, представляющие участников-экспортеров, которые обладают, по крайней мере, 60% голосов, указанных в Приложении А, и представляющие участников-импортеров, которые обладают, по крайней мере, 50% голосов, указанных в Приложении В, или обладали бы таким количеством голосов на 30 июня 1981 года, если бы они являлись сторонами данной Конвенции на эту дату, сдадут на хранение акты о ратификации, принятии, одобрении или присоединении, или декларации о временном применении в соответствии со Статьями 6, 7 и 8 настоящего Протокола.

(2) Если настоящий Протокол не вступает в силу в соответствии с параграфом (1) настоящей Статьи, Правительства, которые сдали на хранение акты о ратификации, принятии, одобрении или присоединении, или декларации о временном применении, могут с взаимного согласия решить, что таковой вступает в силу для тех Правительств, которые сдали на хранение акты о ратификации, принятии, одобрении или присоединении, или декларации о временном применении.

СТАТЬЯ 10

Извещение Правительством страны-депозитария

Правительство Соединенных Штатов Америки как Правительство страны-депозитария будет извещать все подписавшие и присоединившиеся Правительства о каждом случае подписания, ратификации, принятия, одобрения, временного применения и присоединения к настоящему Протоколу так же, как и о каждом извещении и уведомлении, полученном в соответствии со Статьей 27 Конвенции и о каждой декларации и извещении, полученной в соответствии со Статьей 28 Конвенции.

СТАТЬЯ 11

Заверенная копия Протокола

В кратчайшие сроки после вступления в силу настоящего Протокола Правительство страны-депозитария посылает Генеральному секретарю Организации Объединенных Наций заверенную копию настоящего Протокола на английском, французском, русском и испанском языках для регистрации в соответствии со Статьей 102 Устава Организации Объединенных Наций. Любые изменения к настоящему Протоколу сообщаются в таком же порядке.

СТАТЬЯ 12

Взаимосвязь Преамбулы и Протокола

Настоящий Протокол включает Преамбулу к Протоколам 1981 года о шестом продлении срока действия Конвенции о торговле пшеницей 1971 года и о первом продлении срока действия Конвенции об оказании продовольственной помощи 1980 года, составляющих Международное соглашение по пшенице 1971 года.

В ДОКАЗАТЕЛЬСТВО ЧЕГО нижеподписавшиеся, будучи надлежащим образом на то уполномоченными своими соответствующими Правительствами или органами власти, подписали настоящий Протокол в даты, указанные против их подписей.

Тексты настоящего Протокола на английском, французском, русском и испанском языках являются равно аутентичными. Подлинники сдаются на хранение Правительству Соединенных Штатов Америки, которое рассылает заверенные копии таковых каждой подписавшей и присоединившейся стороне и Исполнительному секретарю Совета.

PROTOCOLOS, 1981, PARA LA SEXTA PRORROGA DEL CONVENIO SOBRE EL COMERCIO DEL TRIGO, 1971, Y LA PRIMERA PRORROGA DEL CONVENIO SOBRE LA AYUDA ALIMENTARIA, 1980, QUE CONSTITUYEN EL CONVENIO INTERNACIONAL DEL TRIGO, 1971

PREAMBULO

La Conferencia para fijar los textos de los Protocolos, 1981, para la sexta prórroga del Convenio sobre el Comercio del Trigo, 1971, y la primera prórroga del Convenio sobre la Ayuda Alimentaria, 1980, que constituyen el Convenio Internacional del Trigo, 1971,

Considerando que el Convenio Internacional del Trigo, 1949, fué revisado, renovado o prorrogado en 1953, 1956, 1959, 1962, 1965, 1966, 1967, 1968, 1971, 1974, 1975, 1976, 1978 y 1979,

Considerando que el Convenio Internacional del Trigo, 1971, que comprende dos instrumentos jurídicos independientes - el Convenio sobre el Comercio del Trigo, 1971, que fué prorrogado por virtud de Protocolo en 1979, y el Convenio sobre la Ayuda Alimentaria, 1980 - caduca el 30 de junio de 1981,

Ha fijado los textos de los Protocolos, 1981, para la sexta prórroga del Convenio sobre el Comercio del Trigo, 1971, y para la primera prórroga del Convenio sobre la Ayuda Alimentaria, 1980.

PROTOCOLO, 1981, PARA LA SEXTA PRORROGA DEL CONVENIO SOBRE EL COMERCIO DEL TRIGO, 1971

Los Gobiernos partes en el presente Protocolo,

Considerando que la vigencia del Convenio sobre el Comercio del Trigo, 1971 (llamado en adelante "el Convenio") del Convenio Internacional del Trigo, 1971, que fué prorrogado de nuevo por virtud de Protocolo en 1979, caduca el 30 de junio de 1981,

Han convenido lo siguiente:

ARTICULO 1

Prórroga, caducidad y rescisión del Convenio

A reserva de lo dispuesto en el Artículo 2 del presente Protocolo, el Convenio permanecerá en vigor entre las partes integrantes del presente Protocolo hasta el 30 de junio de 1983, quedando entendido que si, antes del 30 de junio de 1983, entra en vigor un nuevo convenio internacional comprendiendo trigo, el presente Protocolo solo permanecerá vigente hasta la fecha de entrada en vigor del nuevo convenio.

ARTICULO 2

Disposiciones inoperantes del Convenio

A partir del 1 de julio de 1981, se considerarán derogadas las siguientes disposiciones del Convenio:

a) párrafo 4 del Artículo 19;
b) Artículos 22 al 26 inclusive;
c) párrafo 1 del Artículo 27;
d) Artículos 29 al 31 inclusive.

ARTICULO 3

Definición

Toda referencia en el presente Protocolo a un "gobierno" o "gobiernos" será de aplicación a la Comunidad Económica Europea (llamada en adelante "la Comunidad"). Por consiguiente, toda referencia en el presente Protocolo a "firma" o al "depósito de instrumentos de ratificación, aceptación o aprobación", o "un instrumento de adhesión" o "una declaración de aplicación provisional" por un gobierno, comprende, en el caso de la Comunidad, la firma o declaración de aplicación provisional en nombre de la Comunidad por su autoridad competente y el depósito del instrumento que, con arreglo a los procedimientos institucionales de la Comunidad, deba depositar para la conclusión de un convenio internacional.

ARTICULO 4

Disposiciones financieras

La contribución inicial de todo miembro exportador o importador, que efectúe su adhesión al presente Protocolo con arreglo al apartado b) del párrafo 1 del Artículo 7 del mismo, será determinada por el Consejo tomando como base los votos que se le hayan asignado y el período que quede por transcurrir del año agrícola en curso, pero no se modificarán las contribuciones de los demás exportadores e importadores ya determinadas para dicho año agrícola.

ARTICULO 5

Firma

El presente Protocolo estará abierto en Washington, desde el 24 de marzo de 1981 hasta el 15 de mayo de 1981 inclusive, a la firma de los Gobiernos de los países partes en el Convenio en su forma prorrogado de nuevo por virtud del Protocolo, 1979, o que, el 6 de marzo de 1981, son provisionalmente considerados partes en el Convenio en su forma prorrogado de nuevo por virtud del Protocolo, 1979, o que son miembros de las Naciones Unidas, de sus organismos especializados o del Organismo Internacional de Energía Atómica, y están comprendidos en los Anexos A y B del Convenio.

ARTICULO 6

Ratificación, aceptación o aprobación

El presente Protocolo quedará sujeto a la ratificación, aceptación o aprobación de cada Gobierno signatario, de acuerdo con sus respectivos procedimientos constitucionales. Los instrumentos de ratificación, aceptación o aprobación se depositarán en poder del Gobierno de los Estados Unidos de América no más tarde del 30 de junio de 1981, quedando entendido que el Consejo podrá conceder una o más prórrogas del plazo a todo Gobierno signatario que, para dicha fecha, no haya depositado su instrumento de ratificación, aceptación o aprobación.

ARTICULO 7

Adhesión

1. El presente Protocolo quedará abierto a la adhesión,

a) hasta el 30 de junio de 1981, del Gobierno de todo miembro que figure en el Anexo A o B del Convenio en dicha fecha, quedando entendido que el Consejo podrá conceder una o más prórrogas del plazo a todo Gobierno que no tenga depositado su instrumento en dicha fecha, y

b) después del 30 de junio de 1981, del Gobierno de todo miembro de las Naciones Unidas, o sus organismos especializados o del Organismo Internacional de Energía Atómica, con arreglo a las condiciones que el Consejo estime oportuno establecer por una mayoría no inferior a los dos tercios de los votos emitidos por los miembros exportadores y a los dos tercios de los votos emitidos por los miembros importadores.

2. La adhesión se efectuará mediante el depósito de un instrumento de adhesión en poder del Gobierno de los Estados Unidos de América.

3. Cuando, para los fines de aplicación del Convenio y del presente Protocolo,se haga referencia a miembros que figuran en los Anexos A o B del Convenio, se entenderá que los miembros cuyos Gobiernos se hayan adherido al Convenio, en las condiciones establecidas por el Consejo, o al presente Protocolo, según determina el apartado b) del párrafo 1 del presente Artículo, figuran en el Anexo correspondiente.

ARTICULO 8

Aplicación provisional

Todo Gobierno signatario podrá depositar ante el Gobierno de los Estados Unidos de América una declaración de aplicación provisional del presente Protocolo. Cualquier otro Gobierno en situación de poder firmar el presente Protocolo, o cuya solicitud de adhesión la haya aprobado el Consejo, podrá asimismo depositar ante el Gobierno de los Estados Unidos de América una declaración de aplicación provisional. Todo Gobierno que deposite tal declaración, aplicará provisionalmente el presente Protocolo y será considerado, provisionalmente, como parte en el mismo.

ARTICULO 9

Entrada en vigor

1. El presente Protocolo entrará en vigor el 1 de julio de 1981, siempre que, el 30 de junio de 1981, los Gobiernos que representen a miembros exportadores que poseen por lo menos el 60 por ciento de los votos indicados en el Anexo A y a miembros importadores que poseen por lo menos el 50 por ciento de los votos indicados en el Anexo B, o que el 30 de junio de 1981 hubiesen poseido, respectivamente, esos votos si hubiesen sido partes en el Convenio, hayan depositado sus instrumentos de ratificación, aceptación, aprobación, o adhesión, o declaraciones de aplicación provisional, de conformidad con los Artículos 6, 7 y 8 del presente Protocolo.

2. Si el presente Protocolo no entrase en vigor de acuerdo con lo dispuesto en el párrafo 1 del presente Artículo, los Gobiernos que hayan depositado instrumentos de ratificación, aceptación, aprobación, o adhesión, o declaraciones de aplicación provisional, podrán decidir de común acuerdo que el Protocolo entrará en vigor entre aquellos Gobiernos que hayan depositado instrumentos de ratificación, aceptación, aprobación, o adhesión o declaraciones de aplicación provisional.

ARTICULO 10

Notificación del Gobierno depositario

El Gobierno de los Estados Unidos de América, en su calidad de Gobierno depositario, deberá notificar a todos los Gobiernos signatarios y a todos los Gobiernos que se hayan adherido, toda firma, ratificación, aceptación, aprobación, aplicación provisional del presente Protocolo, y toda adhesión al mismo, así como toda notificación y comunicado que reciba en virtud del Artículo 27 del Convenio y toda declaración y notificación que reciba conforme al Artículo 28 del Convenio.

ARTICULO 11

Copia certificada del Protocolo

Tan pronto como sea posible, después de la entrada en vigor del presente Protocolo, el Gobierno depositario enviará copia certificada del presente Protocolo, en los idiomas español, francés, inglés y ruso, al Secretario General de las Naciones Unidas para que lo registre de conformidad con el Artículo 102 de la Carta de las Naciones Unidas. Toda enmienda al presente Protocolo se comunicará en la misma forma al Secretario General de las Naciones Unidas.

ARTICULO 12

Relación entre el Preámbulo y el Protocolo

El presente Protocolo comprende el Preámbulo a los Protocolos, 1981, instituidos para la sexta prórroga del Convenio sobre el Comercio del Trigo, 1971, y para la primera prórroga del Convenio sobre la Ayuda Alimentaria, 1980, que constituyen el Convenio Internacional del Trigo, 1971.

EN FE DE LO CUAL, los infrascritos, debidamente autorizados al efecto por sus respectivos Gobiernos o autoridades, han firmado el presente Protocolo en las fechas que figuran junto a sus firmas.

Los textos del presente Protocolo en los idiomas español, francés, inglés y ruso serán igualmente auténticos. Los originales serán entregados en depósito al Gobierno de los Estados Unidos de América, el cual remitirá copia certificada de los mismos a cada parte signataria o que se adhiera, y al Secretario Ejecutivo del Consejo.

Note by the Department of State

Signatories to the Protocol for the Sixth Extension of the Wheat Trade Convention 1971

Open for signature at Washington from March 24 to May 15, 1981

FOR ALGERIA:

RÉDHA MALEK
15/May/1981

FOR ARGENTINA:

FOR AUSTRALIA:

N F PARKINSON
12 May 1981

FOR AUSTRIA:

D. GUENTER BIRBAUM
May 7, 1981

FOR BARBADOS:

FOR BELGIUM:

J R SCHOUMAKER
May 14, 1981

FOR BOLIVIA:

FOR BRAZIL:

A. F. AZEREDO DA SILVEIRA
4/28/1981

FOR BULGARIA:

FOR CANADA:

FOR CHINA:

FOR COLOMBIA:

FOR COSTA RICA:

FOR CUBA:

R SANCHEZ PARODI
May 8, 1981

FOR DENMARK:

OTTO BORCH
Subject to ratification
May 14, 1981

FOR THE DOMINICAN REPUBLIC:

FOR ECUADOR:

FOR EGYPT:

ASHRAF GHORBAL
24th of April 1981

FOR EL SALVADOR:

FOR THE EUROPEAN ECONOMIC COMMUNITY:

R D. KERGORLAY
May 14, 1981

FOR FINLAND:

PASI RUTANEN
May 12, 1981

FOR FRANCE:

F L LABOULAYE
le 14 mai 1981

FOR THE FEDERAL REPUBLIC OF GERMANY:

WIEGAND C. PABSCH
14 May 1981

FOR GREECE:

A KOSTOPOULOS
14 May 1981

FOR GUATEMALA:

FELIPE DOROTEO MONTERROSO
May 15, 1981

FOR INDIA:

FOR INDONESIA:

FOR IRAN:

FOR IRAQ:

Z. AL-OMAR
5/11/1981

FOR IRELAND:

SEÁN DONLON
May 14, 1981

FOR ISRAEL:

FOR ITALY:

PAOLO PANSA CEDRONIO
May 14, 1981

FOR JAPAN:

YOSHIO OKAWARA
May 12, 1981

FOR KENYA:

JOHN P. MBOGUA
April 16, 1981

FOR THE REPUBLIC OF KOREA:

YONG SHIK KIM
May 7, 1981

TIAS 10350

FOR KUWAIT:

FOR LEBANON:

FOR LIBYA:

FOR LUXEMBOURG:

N. DIDIER
May 14, 81

FOR MALTA:

FOR MAURITIUS:

JESSERAMSING
7th May 1981

FOR MEXICO:

FOR MOROCCO:

FOR THE KINGDOM OF THE NETHERLANDS:

A G O SMITSENDONK
May 14th 1981

FOR NIGERIA:

FOR NORWAY:

KNUT HEDEMANN
25 March 1981

FOR PAKISTAN:

FOR PANAMA:

FOR PERU:

F. SCHWALB
15 May 1981

FOR PORTUGAL:

RIBEIRO DE MENESES
13/5/81

FOR SAUDI ARABIA:

F. ALHEGELAN
4/30/81

FOR SOUTH AFRICA:

D. B. SOLE
15 May 1981

FOR SPAIN:

ALONSO A. DE TOLEDO
15 Mayo 1981

FOR SRI LANKA:

FOR SWEDEN:

W WACHTMEISTER
April 6, 1981

FOR SWITZERLAND:

A. HEGNER
May 6, 1981

FOR THE SYRIAN ARAB REPUBLIC:

FOR TRINIDAD AND TOBAGO:

VICTOR C. MCINTYRE
15 May 1981

FOR TUNISIA:

ALI HEDDA
4.22.81

FOR TURKEY:

FOR THE UNION OF SOVIET SOCIALIST REPUBLICS:

A. DOBRYNIN
15/V 81

FOR THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND:

DEREK M. D. THOMAS
14 May 1981

FOR THE UNITED STATES OF AMERICA:

RICHARD E. LYNG
May 8, 1981

FOR URUGUAY:

FOR THE VATICAN CITY STATE:

PIO LAGHI
May 12, 1981

FOR VENEZUELA:

M PEREZ CH
5 de Mayo de 1981

MULTILATERAL

International Wheat Agreement, 1971: Food Aid Convention, 1980—Modification and Extension

Protocol open for signature at Washington March 24 through May 15, 1981;
Transmitted by the President of the United States of America to the Senate May 29, 1981 (Treaty Doc. No. 97-9, 97th Cong., 1st Sess.);
Reported favorably by the Senate Committee on Foreign Relations December 10, 1981 (S. Ex. Rept. No. 42, 97th Cong., 1st Sess.);
Advice and consent to ratification by the Senate December 16, 1981;
Ratified by the President January 12, 1982;
Ratification of the United States of America deposited January 12, 1982;
Proclaimed by the President February 1, 1982;
Entered into force for the United States of America provisionally July 1, 1981; entered into force definitively January 12, 1982.

By the President of the United States of America

A PROCLAMATION

Considering that:

The 1981 Protocol for the First Extension of the Food Aid Convention, 1980, was open for signature in Washington from March 24 through May 15, 1981, and the Protocol was signed during that period by the respective plenipotentiaries of the Government of the United States of America and certain other Governments;

The text of the Protocol, in the English, French, Russian, and Spanish languages, is hereto annexed;

The Senate of the United States of America by its resolution of December 16, 1981, two-thirds of the Senators present concurring therein, gave its advice and consent to ratification of the Protocol;

The President of the United States of America ratified the Protocol on January 12, 1982, in pursuance of the advice and consent of the Senate;

The Government of the United States of America deposited a declaration of provisional application of the Protocol on June 23, 1981, and deposited its instrument of ratification on January 12, 1982;

Pursuant to the provisions of Article IX of the Protocol, the Protocol entered into force provisionally for the United States of America on June 23, 1981;

Pursuant to the provisions of Article IX of the Protocol, the Protocol entered into force definitively for the United States of America on January 12, 1982;

NOW, THEREFORE, I, Ronald Reagan, President of the United States of America, proclaim and make public the Protocol, to the end that it be observed and fulfilled with good faith on and after January 12, 1982, by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have signed this proclamation and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this first day of February in the year of our Lord one thousand nine hundred eighty-two and of the Independence of the United States of America the two hundred sixth.

[SEAL]

RONALD REAGAN

By the President:
ALEXANDER M. HAIG JR
Secretary of State

1981 PROTOCOL FOR THE FIRST EXTENSION OF THE FOOD AID CONVENTION, 1980 [1]

The parties to this Protocol,

Considering that the Food Aid Convention, 1980 (hereinafter referred to as "the Convention") of the International Wheat Agreement, 1971 expires on 30 June 1981,

Have agreed as follows:

ARTICLE I

Extension, expiry and termination of the Convention

Subject to the provisions of Article II of this Protocol, the Convention shall continue in force between the parties to this Protocol until 30 June 1983 provided that, if a new agreement covering food aid enters into force before 30 June 1983, this Protocol shall remain in force only until the date of entry into force of the new agreement.

ARTICLE II

Inoperative provisions of the Convention

The following provisions of the Convention shall be deemed to be inoperative with effect from 1 July 1981:

(a) Article XII

(b) Article XVII

(c) paragraph (1) of Article XVIII.

[1] TIAS 10015. For the Preamble to the 1981 Protocols extending the Food Aid Convention and the Wheat Trade Convention, 1971, see *ante*, p. 207.

ARTICLE III

International food aid

For the purposes of the operation of the Convention as extended by this Protocol, any member which has acceded to this Protocol pursuant to paragraph (2) of Article VIII of this Protocol shall be deemed to be listed in paragraph (3) of Article III of the Convention, together with its minimum contribution as determined under the relevant provisions of Article VIII of this Protocol.

ARTICLE IV

Signature

This Protocol shall be open for signature in Washington from 24 March 1981 until and including 15 May 1981 by the Governments referred to in paragraph (3) of Article III of the Convention.

ARTICLE V

Depositary

The Government of the United States of America shall be the depositary of this Protocol.

ARTICLE VI

Ratification, acceptance or approval

This Protocol shall be subject to ratification, acceptance or approval by each signatory Government in accordance with its constitutional procedures. Instruments of ratification, acceptance or approval shall be deposited with the depositary not later than 30 June 1981, except that the Food Aid Committee under the Convention (hereinafter referred to as "the Committee") may grant one or more extensions of time to any signatory Government that has not deposited its instrument of ratification, acceptance or approval by that date.

ARTICLE VII

Provisional application

Any signatory Government may deposit with the depositary a declaration of provisional application of this Protocol. Any such Government shall provisionally apply this Protocol and be provisionally regarded as a party thereto.

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ARTICLE VIII

Accession

(1) This Protocol shall be open for accession by any Government referred to in paragraph (3) of Article III of the Convention that has not signed this Protocol. Instruments of accession shall be deposited with the depositary not later than 30 June 1981, except that the Committee may grant one or more extensions of time to any Government that has not deposited its instrument of accession by that date.

(2) Once this Protocol has entered into force in accordance with Article IX of this Protocol, it shall be open for accession by any Government other than those referred to in paragraph (3) of Article III of the Convention, upon such conditions as the Committee considers appropriate. Instruments of accession shall be deposited with the depositary.

(3) Any Government acceding to this Protocol under paragraph (1) or paragraph (2) of this Article may deposit with the depositary a declaration of provisional application of this Protocol pending the deposit of its instrument of accession. Any such Government shall provisionally apply this Protocol and be provisionally regarded as a party thereto.

ARTICLE IX

Entry into force

(1) This Protocol shall enter into force on 1 July 1981, if by 30 June 1981 the Governments referred to in paragraph (3) of Article III of the Convention have deposited instruments of ratification, acceptance, approval or accession, or declarations of provisional application, and provided that the 1981 Protocol for the sixth extension of the Wheat Trade Convention, 1971, [1] or a new Wheat Trade Convention replacing it, is in force.

(2) If this Protocol does not enter into force in accordance with paragraph (1) of this Article, the Governments which have deposited instruments of ratification, acceptance, approval or accession, or declarations of provisional application, may decide by unanimous consent that it shall enter into force among themselves provided that the 1981 Protocol for the sixth extension of the Wheat Trade Convention, 1971, or a new Wheat Trade Convention replacing it, is in force, or may take whatever other action they consider the situation requires.

ARTICLE X

Duration

This Protocol shall remain in force until and including 30 June 1983, provided that the 1981 Protocol for the sixth extension of the Wheat Trade Convention, 1971, or a new Wheat Trade Convention replacing it, remains in force until and including that date.

[1] *Ante*, p. 207.

ARTICLE XI

Authentic texts

The texts of this Protocol in the English, French, Russian and Spanish languages shall all be equally authentic. The originals shall be deposited in the archives of the depositary, which shall transmit certified copies thereof to each signatory and acceding Government.

ARTICLE XII

Relationship of Preamble to Protocol [1]

This Protocol includes the Preamble to the 1981 Protocols for the sixth extension of the International Wheat Agreement, 1971.

IN WITNESS WHEREOF the undersigned, having been duly authorized to this effect by their respective Governments or authorities, have signed this Protocol on the dates appearing opposite their signatures.

[1] See p. 249, footnote 1.

PROTOCOLE DE 1981

PORTANT PREMIERE PROROGATION DE LA

CONVENTION RELATIVE A L'AIDE ALIMENTAIRE DE 1980

Les parties au présent Protocole,

Considérant que la Convention relative à l'aide alimentaire de 1980 (ci-après dénommée "la Convention") de l'Accord international sur le blé de 1971 vient à expiration le 30 juin 1981,

Sont convenus de ce qui suit :

ARTICLE I

Prorogation, venue à expiration et résiliation de la Convention

Sous réserve des dispositions de l'article II du présent Protocole, la Convention demeurera en vigueur entre les parties audit Protocole jusqu'au 30 juin 1983, étant entendu toutefois que, si un nouvel accord en matière d'aide alimentaire entre en vigueur avant le 30 juin 1983, le présent Protocole demeurera en vigueur jusqu'à la date d'entrée en vigueur du nouvel accord seulement.

ARTICLE II

Dispositions de la Convention rendues inopérantes

Les dispositions suivantes de la Convention seront considérées comme inopérantes à compter du 1er juillet 1981 :

a) article XII

b) article XVII

c) paragraphe 1 de l'article XVIII.

ARTICLE III

Aide alimentaire internationale

Aux fins de l'application de la Convention, telle qu'elle a été prorogée par le présent Protocole, tout membre qui aura adhéré audit Protocole conformément aux dispositions du paragraphe 2 de l'article VIII de ce Protocole sera réputé figurer au paragraphe 3 de l'article III de la Convention, avec la contribution minimale qui lui aura été attribuée conformément aux dispositions pertinentes de l'article VIII du présent Protocole.

ARTICLE IV

Signature

Le présent Protocole sera ouvert, à Washington, du 24 mars 1981 au 15 mai 1981 inclus, à la signature des gouvernements visés au paragraphe 3 de l'article III de la Convention.

ARTICLE V

Dépositaire

Le Gouvernement des Etats-Unis d'Amérique est le dépositaire du présent Protocole.

ARTICLE VI

Ratification, acceptation ou approbation

Le présent Protocole est soumis à la ratification, à l'acceptation ou à l'approbation de chaque gouvernement signataire conformément à ses procédures constitutionnelles. Les instruments de ratification, d'acceptation ou d'approbation seront déposés auprès du dépositaire au plus tard le 30 juin 1981, étant entendu que le Comité de l'aide alimentaire établi en vertu de la Convention (dénommé ci-après "le Comité") peut accorder une ou plusieurs prolongations de délai à tout gouvernement signataire qui n'aura pas déposé son instrument de ratification, d'acceptation ou d'approbation à cette date.

ARTICLE VII

Application à titre provisoire

Tout gouvernement signataire peut déposer auprès du dépositaire une déclaration d'application à titre provisoire du présent Protocole. Il applique le présent Protocole à titre provisoire et est réputé provisoirement y être partie.

ARTICLE VIII

Adhésion

1) Le présent Protocole est ouvert à l'adhésion de tout gouvernement visé au paragraphe 3 de l'article III de la Convention qui n'a pas signé le présent Protocole. Les instruments d'adhésion seront déposés auprès du dépositaire au plus tard le 30 juin 1981, étant entendu que le Comité pourra accorder une ou plusieurs prolongations de délai à tout gouvernement qui n'aura pas déposé son instrument d'adhésion à cette date.

2) Lorsque le présent Protocole sera entré en vigueur conformément aux dispositions de l'article IX du présent Protocole, il sera ouvert à l'adhésion de tout gouvernement autre que ceux qui sont visés au paragraphe 3 de l'article III de la Convention, aux conditions que le Comité jugera appropriées. Les instruments d'adhésion seront déposés auprès du dépositaire.

3) Tout gouvernement adhérant au présent Protocole en vertu du paragraphe 1 ou du paragraphe 2 du présent article peut déposer auprès du dépositaire une déclaration d'application à titre provisoire du présent Protocole en attendant le dépôt de son instrument d'adhésion. Il applique le présent Protocole à titre provisoire et est réputé provisoirement y être partie.

ARTICLE IX

Entrée en vigueur

1) Le présent Protocole entrera en vigueur le 1er juillet 1981, si, au 30 juin 1981, les gouvernements visés au paragraphe 3 de l'article III de la Convention ont déposé des instruments de ratification, d'acceptation, d'approbation ou d'adhésion, ou des déclarations d'application à titre provisoire, et sous réserve que le Protocole de 1981 portant sixième prorogation de la Convention sur le commerce du blé de 1971, ou une nouvelle convention sur le commerce du blé la remplaçant, soit en vigueur.

2) Si le présent Protocole n'entre pas en vigueur conformément aux dispositions du paragraphe 1 du présent article, les gouvernements qui auront déposé des instruments de ratification, d'acceptation, d'approbation ou d'adhésion, ou des déclarations d'application à titre provisoire, pourront décider unanimement qu'il entrera en vigueur entre eux-mêmes, sous réserve que le Protocole de 1981 portant sixième prorogation de la Convention sur le commerce du blé de 1971, ou une nouvelle convention sur le commerce du blé la remplaçant, soit en vigueur, ou bien pourront prendre toute autre décision que la situation leur paraîtra exiger.

ARTICLE X

Durée

Le présent Protocole restera en vigueur jusqu'au 30 juin 1983 inclus, sous réserve que le Protocole de 1981 portant sixième prorogation de la Convention sur le commerce du blé de 1971, ou une nouvelle convention sur le commerce du blé la remplaçant, reste en vigueur jusqu'à cette date incluse.

ARTICLE XI

Textes faisant foi

Les textes du présent Protocole en langues anglaise, espagnole, française et russe font tous également foi. Les originaux seront déposés dans les archives du dépositaire, qui en adressera des copies certifiées conformes à tous les gouvernements signataires et adhérents.

ARTICLE XII

Rapport entre le Préambule et le Protocole

Le présent Protocole comprend le Préambule des Protocoles de 1981 portant sixième prorogation de l'Accord international sur le blé de 1971.

EN FOI DE QUOI, les soussignés, dûment autorisés à cet effet par leurs gouvernements ou autorités respectifs, ont signé le présent Protocole à la date qui figure en regard de leur signature.

— — — — —

ПРОТОКОЛ 1981 ГОДА
О ПЕРВОМ ПРОДЛЕНИИ СРОКА ДЕЙСТВИЯ КОНВЕНЦИИ
ОБ ОКАЗАНИИ ПРОДОВОЛЬСТВЕННОЙ ПОМОЩИ 1980 ГОДА

Стороны настоящего Протокола,

Принимая во внимание, что срок действия Конвенции об оказании продовольственной помощи 1980 года (именуемой в дальнейшем "Конвенция") Международного соглашения по пшенице 1971 года истекает 30 июня 1981 года,

Согласились о следующем:

СТАТЬЯ 1

Продление, истечение
и прекращение срока действия Конвенции

Согласно положениям Статьи П настоящего Протокола, Конвенция останется в силе для сторон настоящего Протокола до 30 июня 1983 года при условии что, если новое соглашение, **об оказании продовольственной помощи,** вступит в силу до 30 июня 1983 года, действие настоящего Протокола останется в силе только до момента вступления в силу нового соглашения.

СТАТЬЯ П

Неоперативные положения Конвенции

С 1 июля 1981 года следующие положения Конвенции будут считаться неоперативными:

(a) Статья ХП
(b) Статья ХУП
(c) параграф (1) Статьи ХУШ.

СТАТЬЯ Ш

Международная продовольственная помощь

В целях осуществления Конвенции, продленной настоящим Протоколом, любой участник, присоединившийся к настоящему Протоколу в соответствии с параграфом (2) Статьи УШ настоящего Протокола, считается внесенным в список в параграфе (3) Статьи Ш Конвенции вместе с указанием размера его минимального взноса, как это определено соответствующими положениями Статьи УШ настоящего Протокола.

СТАТЬЯ 1У

Подписание

Настоящий Протокол открыт для подписания в Вашингтоне с 24 марта 1981 года по 15 мая 1981 года включительно Правительствами, упомянутыми в параграфе (3) Статьи Ш Конвенции.

СТАТЬЯ У

Депозитарий

Правительство Соединенных Штатов Америки является депозитарием настоящего Протокола.

СТАТЬЯ У1

Ратификация, принятие или одобрение

Настоящий Протокол подлежит ратификации, принятию или одобрению каждым подписавшим Правительством в соответствии с его конституционными процедурами. Акты о ратификации, принятии или одобрении сдаются на хранение депозитарию не позднее 30 июня 1981 года за исключением случаев, когда Комитет по продовольственной помощи в соответствии с Конвенцией (упоминаемый далее как "Комитет") может предоставить одну или более отсрочек любому подписавшему Правительству, которое к этой дате не сдало на хранение своего акта о ратификации, принятии или одобрении.

СТАТЬЯ УП

Временное применение

Любое подписавшее Правительство может сдать на хранение депозитарию декларацию о временном применении настоящего Протокола. Любое такое Правительство временно применяет настоящий Протокол и временно считается его стороной.

СТАТЬЯ УШ

Присоединение

(1) Настоящий Протокол открыт для присоединения любого Правительства, упомянутого в параграфе (3) Статьи Ш Конвенции, не подписавшего настоящего Протокола. Акты о присоединении сдаются на хранение депозитарию не позднее, чем 30 июня 1981 года, за исключением случаев, когда Комитет может предоставить одну или более отсрочек любому Правительству, которое к этой дате не сдало на хранение своего акта о присоединении.

(2) С момента вступления настоящего Протокола в силу в соответствии с Статьей 1Х настоящего Протокола, таковой будет открыт для присоединения любого Правительства, помимо упомянутых в параграфе (3) Статьи Ш Конвенции, на таких условиях, которые Комитет сочтет подходящими. Акты о присоединении сдаются на хранение депозитарию.

(3) Любое Правительство, присоединяющееся к настоящему Протоколу в соответствии с параграфом (1) или параграфом (2) настоящей Статьи, может сдать на хранение депозитарию декларацию о временном применении настоящего Протокола до сдачи на хранение своего акта о присоединении. Любое такое Правительство временно применяет настоящий Протокол и временно считается его стороной.

СТАТЬЯ IX

Вступление в силу

(1) Настоящий Протокол вступает в силу 1 июля 1981 года, если к 30 июня 1981 года Правительства, упомянутые в параграфе (3) Статьи Ш Конвенции, сдадут на хранение акты о ратификации, принятии, одобрении или присоединении или декларации о временном применении и при условии, что Протокол 1981 года о шестом продлении срока действия Конвенции о торговле пшеницей 1971 года или заменяющая ее новая Конвенция о торговле пшеницей находятся в силе.

(2) Если настоящий Протокол не вступает в силу в соответствии с параграфом (1) настоящей Статьи, Правительства, которые сдали на хранение акты о ратификации, принятии, одобрении или присоединении или декларации о временном применении, могут решить с общего согласия, что таковой вступает в силу по отношению к ним при условии, что Протокол 1981 года о шестом продлении Конвенции о торговле пшеницей 1971 года или заменяющая ее новая Конвенция о торговле пшеницей находятся в силе, или могут принять какие-либо другие меры, которых по их мнению требует обстановка.

СТАТЬЯ X

Срок действия

Настоящий Протокол остается в силе включительно по 30 июня 1983 года при условии, что Протокол 1981 года о шестом продлении срока действия Конвенции о торговле пшеницей 1971 года или заменяющая ее новая Конвенция о торговле пшеницей остаются в силе включительно по эту дату.

СТАТЬЯ X1

Аутентичные тексты

Тексты настоящего Протокола на Английском, Французском, Русском и Испанском языках являются равно аутентичными. Подлинники сдаются на хранение в архивы депозитария, который направляет заверенные копии таковых каждому подписавшему и присоединившемуся Правительству.

СТАТЬЯ XП

Взаимосвязь Преамбулы и Протокола

Настоящий Протокол включает Преамбулу к Протоколам 1981 года о шестом продлении Международного соглашения по пшенице 1971 года.

В ДОКАЗАТЕЛЬСТВО ЧЕГО нижеподписавшиеся, будучи надлежащим образом на то уполномоченными своими соответствующими Правительствами или органами власти, подписали настоящий Протокол в даты, указанные против их подписей.

PROTOCOLO, 1981, PARA LA PRIMERA PRORROGA DEL CONVENIO SOBRE LA AYUDA ALIMENTARIA, 1980

Las partes en el presente Protocolo,

Considerando que la vigencia del Convenio sobre la Ayuda Alimentaria, 1980, (llamado en adelante "el Convenio") del Convenio Internacional del Trigo, 1971, caduca el 30 de junio de 1981.

Han convenido lo siguiente:

ARTICULO I

Prórroga, caducidad y rescisión del Convenio

A reserva de lo dispuesto en el Artículo II del presente Protocolo, el Convenio permanecerá en vigor entre las partes integrantes del presente Protocolo hasta el 30 de junio de 1983 quedando entendido que, si antes del 30 de junio de 1983, entrase en vigor un nuevo Convenio sobre la Ayuda Alimentaria, el presente Protocolo solo permanecerá vigente hasta la fecha de entrada en vigor del nuevo Convenio.

ARTICULO II

Disposiciones inoperantes del Convenio

A partir del 1 de julio de 1981, se considerarán derogadas las disposiciones del Convenio siguientes:

a) Artículo XII
b) Artículo XVII
c) párrafo 1 del Artículo XVIII.

ARTICULO III

Ayuda Alimentaria Internacional

A los efectos de la aplicación del presente Protocolo, se considerará que todo miembro que se haya adherido a él conforme al párrafo 2 del Artículo VIII de este Protocolo está enumerado en el párrafo 3 del Artículo III del Convenio, junto con la aportación mínima que se le asigne conforme a las disposiciones pertinentes del Artículo VIII del presente Protocolo.

ARTICULO IV

Firma

El presente Protocolo quedará abierto a la firma, en Washington, desde el 24 de marzo de 1981 hasta el 15 de mayo de 1981 inclusive, de los Gobiernos de los países a los que se refiere el párrafo 3 del Artículo III del Convenio.

ARTICULO V

Depositario

El Gobierno de los Estados Unidos de América será el depositario del presente Protocolo.

ARTICULO VI

Ratificación, aceptación o aprobación

El presente Convenio estará sujeto a la ratificación, aceptación o aprobación de cada uno de los Gobiernos signatarios, de conformidad con sus procedimientos constitucionales. Los instrumentos de ratificación, aceptación o aprobación se depositarán en poder del depositario, a más tardar, el 30 de junio de 1981, quedando entendido que el Comité de Ayuda Alimentaria, establecido por virtud del Convenio, (llamado en adelante "el Comité") podrá conceder una o varias prórrogas del plazo a todo Gobierno signatario que no tenga depositado su instrumento de ratificación, aceptación o aprobación en esa fecha.

ARTICULO VII

Aplicación provisional

Todo Gobierno signatario podrá depositar en poder del depositario una declaración de aplicación provisional del presente Protocolo. Todo Gobierno que así lo haga aplicará provisionalmente el presente Protocolo y será considerado provisionalmente como parte en el mismo.

ARTICULO VIII

Adhesión

1. El presente Protocolo quedará abierto a la adhesión de cualquiera de los Gobiernos a los que se refiera el párrafo 3 del Artículo III del Convenio, que no haya firmado este Protocolo. Los instrumentos de adhesión se depositarán en poder del depositario no más tarde del 30 de junio de 1981, quedando entendido que el Comité podrá conceder una o varias prórrogas del plazo a cualquier Gobierno que no tenga depositado su instrumento de adhesión en dicha fecha.

2. Una vez que el presente Pròtocolo haya entrado en vigor de conformidad con el Artículo IX de este Protocolo, quedará abierto a la adhesión de cualquier Gobierno, aparte de aquellos referidos en el párrafo 3 del Artículo III del Convenio, en las condiciones que el Comité considere apropiadas. Los instrumentos de adhesión se depositarán en poder del depositario.

3. Todo Gobierno que se adhiera al presente Protocolo conforme al párrafo 1 ó párrafo 2 de este Artículo podrá depositar en poder del depositario una declaración de aplicación provisonal del presente Protocolo, quedando pendiente de efectuar el depósito de su instrumento de adhesión. Tal Gobierno aplicará provisionalmente el presente Protocolo y será considerado provisionalmente como parte en el mismo.

ARTICULO IX

Entrada en vigor

1. El presente Protocolo entrará en vigor el 1 de julio de 1981 si, el 30 de junio de 1981, los Gobiernos a los que se refiere el párrafo 3 del Artículo III del Convenio, tienen depositados sus instrumentos de ratificación, aceptación, aprobación o adhesión, o declaraciones de aplicación provisional, y siempre que el Protocolo, 1981, para la sexta prórroga del Convenio sobre el Comercio del Trigo, 1971, o un nuevo Convenio sobre el Comercio del Trigo que lo sustituya, esté en vigor.

2. Si el presente Protocolo no entra en vigor conforme al párrafo 1 de este Artículo, los Gobiernos que hayan depositado instrumentos de ratificación, aceptación, aprobación o adhesión, o declaraciones de aplicación provisional, podrán decidir por acuerdo unánime que el presente Protocolo entrará en vigor entre los mismos siempre que el Protocolo, 1981, para la sexta prórroga del Convenio sobre el Comercio del Trigo, 1971, o un nuevo Convenio sobre el Comercio del Trigo que lo sustituya, esté en vigor, o podrán tomar cualquier otra decisión que, a su parecer, requiera la situación.

ARTICULO X

Duración

El presente Protocolo permanecerá en vigor hasta el 30 de junio de 1983 inclusive, siempre que el Protocolo, 1981, para la sexta prórroga del Convenio sobre el Comercio del Trigo, 1971, o un nuevo Convenio sobre el Comercio del Trigo que lo sustituya, permanezca en vigor hasta dicha fecha, inclusive.

ARTICULO XI

Textos auténticos

Los textos en español, francés, inglés y ruso del presente Protocolo son todos igualmente auténticos. Los originales quedarán depositados en los archivos del depositario, el cual transmitirá copias certificadas de los mismos a cada Gobierno signatario, así como a cada Gobierno que efectúe su adhesión.

ARTICULO XII

Vínculo entre el Preámbulo y el Protocolo

El presente Protocolo comprende el Preámbulo a los Protocolos, 1981, para la sexta prórroga del Convenio Internacional del Trigo, 1971.

EN FE DE LO CUAL, los infrascritos, debidamente autorizados a este efecto por sus respectivos Gobiernos o autoridades, han firmado este Protocolo en las fechas que aparecen junto a sus firmas.

Note by the Department of State

Signatories to the
1981 Protocol for the First Extension of
the Food Aid Convention, 1980

Open for signature at Washington
from March 24 to May 15, 1981

FOR ARGENTINA:

FOR AUSTRALIA:

N F PARKINSON
12 May 1981

FOR AUSTRIA:

D GUENTER BIRBAUM
May 7, 1981

FOR BELGIUM:

J R SCHOUMAKER
May 14, 1981

FOR CANADA:

FOR DENMARK:

OTTO BORCH
subject to ratification May 14. 1981

FOR THE EUROPEAN ECONOMIC COMMUNITY:

R D. KERGORLAY
May 14, 1981

FOR FINLAND:

PASI RUTANEN
May 12, 1981

FOR FRANCE:

F L LABOULAYE
14 Mai 1981

FOR THE FEDERAL REPUBLIC OF GERMANY:

WIEGAND C. PABSCH
14 May 1981

FOR GREECE:

A KOSTOPOULOS
14 May 1981

FOR IRELAND:

SEÁN DONLON
May 14, 1981

FOR ITALY:

PAOLO PANSA CEDRONIO
May 14 1981

FOR JAPAN:

YOSHIO OKAWARA
May 12. 1981

FOR LUXEMBOURG:

N. DIDIER
May 14, 81

FOR THE KINGDOM OF THE NETHERLANDS:

ANTON G. O. SMITSENDONK
May 14th 1981

FOR NORWAY:

KNUT HEDEMANN
25 March 1981

FOR SPAIN:

ALONSO A. DE TOLEDO
15 Mayo 1981

FOR SWEDEN:

W WACHTMEISTER
April 6, 1981

FOR SWITZERLAND:

A. HEGNER
May 6 1981

FOR THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND:

DEREK M. D. THOMAS
14 May 1981

FOR THE UNITED STATES OF AMERICA:

RICHARD E. LENG
May 8, 1981

SUDAN

Agricultural Commodities

Agreement signed at Khartoum February 13, 1982;
Entered into force February 13, 1982.
With agenda and related letter.

AGREEMENT BETWEEN

THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND

THE GOVERNMENT OF THE DEMOCRATIC REPUBLIC OF THE SUDAN

FOR THE SALE OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of the Democratic Republic of the Sudan agree to the sale of agricultural commodities specified below. This Agreement shall consist of the preamble and Parts I and III of the Agreement signed December 24, 1977.[1] together with the following Part II.

PART II. Particular Provisions:

ITEM I. COMMODITY TABLE:

-- -- Commodity	Supply Period (U.S. FY)	Approximate Quantity (Metric Tons)	Max. Export Market Value (Millions)
Wheat/Wheat Flour (Grain equivalent basis)	1982	24,500	Dols. 5.0
Total			Dols. 5.0

ITEM II. PAYMENT TERMS: Convertible Local Currency Credit (CLCC)

(A) Initial payment -- none;

(B) Currency use payment -- five (5) percent for section 104 (A) purposes;

(C) Number of installment payments -- thirty-one (31);

(D) Amount of each installment payment -- approximately equal annual amounts;

(E) Due date of first installment payment -- ten (10) years after date of last delivery of commodities in each calendar year;

(F) Initial interest rate -- two (2) percent;

(G) Continuing interest rate -- three (3) percent.

ITEM III. USUAL MARKETING TABLE:

-- -- Commodity	Import Period (U.S. FY)	Usual Marketing Requirements (Metric Tons)
Wheat/Wheat Flour (Grain equivalent basis)	1982	154,000

[1] TIAS 9157; 29 UST 5874.

ITEM IV. EXPORT LIMITATIONS:

A. The export limitation period shall be United States Fiscal Year 1982, or any subsequent United States Fiscal Year during which commodities financed under this Agreement are being imported or utilized.

B. Commodities to which export limitations apply: for the purposes of Part I, Article III(A) (4) of this Agreement, the commodities which may not be exported are: wheat, wheat flour, rolled wheat, semolina, farina, bulgar (or the same produce under different names).

ITEM V. SELF-HELP MEASURES:

A. The Government of the importing country agrees to undertake self-help measures to improve the production, storage and distribution of agricultural commodities. The following self-help measures shall be implemented to contribute directly to development progress in poor rural areas and enable the poor to participate actively in increasing agricultural production through small farm agriculture.

1. Eliminate the consumer price subsidy for wheat products.

2. Increase private sector participation in wheat/wheat flour importation by licensing private import of wheat and wheat flour with foreign exchange available from the banking system at the official rate of exchange.

3. Continue the following agricultural products free of export duties: groundnuts, edible oil and sesame. In order to avoid unnecessary adverse impact on production and revenues the Government of the Sudan will keep under surveillance export duties on other agricultural products.

4. The Government of Sudan will continue to maintain the weekly/monthly reporting system for monitoring stocks and arranging for the timely shipments of wheat imports in order to maintain the stocks at adequate levels.

5. In order to avoid favoring imported food over domestic food production, the Government of the Sudan will keep exchange and trade policies under surveillance.

ITEM VI. ECONOMIC DEVELOPMENT PURPOSES FOR WHICH PROCEEDS ACCRUING TO IMPORTING COUNTRY ARE TO BE USED:

A. The proceeds accruing to the Government of the Sudan from the sale of commodities financed under this Agreement will be used for financing the self-help measures set forth in the Agreement, and for development in the agriculture and rural development sector in a manner designed to increase the access of the poor in the recipient country to an adequate, nutritious and stable food supply.

B. In the use of proceeds for these purposes emphasis will be placed on directly improving the lives of the poorest of the Sudan's people and their capacity to participate in the development of their country.

ITEM VII.

Notwithstanding the provision in the Title I Agreement of December 24, 1977 found in Part III A subparagraph 2 which provides for entry into force of said agreement upon United States Embassy receipt of notification of the completion of the constitutional procedures for ratification required by applicable law of the Democratic Republic of Sudan, the present agreement shall become effective immediately upon signature of the two parties shown below.

In witness whereof, the respective representatives, duly authorized for the purpose, have signed the present Agreement. Done at Khartoum in duplicate the 13th day of February 1982.

FOR THE GOVERNMENT OF THE DEMOCRATIC REPUBLIC OF THE SUDAN

BY: [1]

TITLE: MINISTER

DATE: 13TH FEB. 82

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

BY: C. William Kontos [2]

TITLE:

DATE:

[1] Faroug Ibrahim El Magboul.
[2] C. William Kontos.

Agenda for Negotiations Between the Government of the United States of America and the Government of the Democratic Republic of the Sudan for Sales of Agricultural Commodities

On February 9, 1982 the following delegates representing the Government of the United States of America and the Government of the Democratic Republic of the Sudan met to discuss the draft agreement proposed for signature between the two countries for the sale of agricultural commodities.

For the United States:

Arthur W. Mudge, Director, USAID/Sudan
Keith W. Sherper, Deputy Director, USAID/Sudan

For the Democratic Republic of the Sudan:

H.E. Faroug Ibrahim El Magboul, Minister of Cooperation, Commerce and Supply
Syd. Yousif Ahmed Abdalla, Director General for Supply and Internal Trade, Ministry of Cooperation, Commerce and Supply

The draft agreement was reviewed, and all points were agreed upon by the two delegations, with the exception of revisions in the self-help measures which were subsequently agreed upon, subject to AID/Washington approval.

The following points were emphasized by the U.S. delegation:

1. The Government of Sudan (GOS) was advised that the export value specified in Item I, Part II may not be exceeded. That is, if commodity prices increase over those used in Part II of the proposed agreement, the quantity to be financed under the agreement will be less than the approximate maximum quantity set forth in Part II. However, should actual prices be lower at the time of purchases, the GOS may purchase up to the maximum export market value.

2. The GOS was encouraged to make an early request, through their Embassy in Washington, for purchase authorizations (PAs). The GOS was reminded of the need to open letters of credit promptly for both commodities and freight after the PAs are issued, commodities purchased, and vessels booked.

3. Payment terms were discussed. No problems with it were encountered.

4. The GOS accepted the UMR of 154,000 MT wheat/wheat flour on a grain equivalent basis.

5. The export limitations were noted as standard provisions and no problems were raised.

6. The self-help measures were revised and agreed to by both sides, subject to approval by AID/Washington. The GOS was advised that sales proceeds must be used for the development of the agriculture and rural development sector in a manner designed to increase the access of the poor to an adequate, nutritious and stable food supply. Emphasis is to be placed on directly improving the lives of the poorest and their capacity to participate in development of their country.

7. The GOS was advised of their responsibility for timely submission of reporting requirements regarding compliance, shipping and arrival information (ADP) sheets, self-help and uses of sales proceeds. It was noted that failure to submit timely, accurate and substantive self-help reports could delay processing of future Title I requests. Self-help reports are due at USAID by November 15 of the year following signing of this Agreement.

8. Operational reporting cable needs were discussed, particularly:

(A) Type and grade of commodities to be purchased in accordance with official U.S. standards. The GOS desires:

Hard Red Winter Wheat No. 1
or better as per official U.S.
standards for grain

Protein content:	11 percent minimum
Moisture:	13 percent maximum
Crop Year:	1981

(B) Proposed contracting and delivery schedules (delivery defined as delivery to vessel at U.S. ports). The GOS stated that the estimated delivery date will be the end of February or early March.

(C) Terminal feasible delivery date noted was: the end of March 1982. The ability to receive, store and distribute the wheat purchases to prevent spoilage or waste if the PAs are issued with the proposed delivery dates was assured by the GOS delegation. The GOS also assured that the distribution of wheat will not result in a disincentive to, or interfere with, domestic production/marketing.

(D) Name and address of bank in Sudan and U.S. commercial bank through which letters of credit for commodity and ocean freight will be opened. The GOS stated: Bank of Sudan, Khartoum. The name of the U.S. commercial bank will be communicated by the Economic Counselor, Sudan Embassy, Washington, D.C.

(E) The GOS assured that they are prepared to make prompt transfers of funds to cover the ocean freight costs on commodities purchased under the agreement.

9. The GOS assured the U.S. delegation that arrangements have been made by the appropriate authorities to relay to the Sudanese Embassy in Washington all instructions, information and authority necessary to ensure the timely implementation of the Agreement, including:

(A) Items noted in paragraph 8 above.

(B) Complete instructions regarding arrangements for purchasing commodities and contracting for freight, including appointment of purchasing and/or shipping agent (if applicable).

(C) Instructions to contact Program Operations Division, Export Credits, Foreign Agricultural Service, USDA, telephone (202) 447-5780, for further assistance in implementing the agreement.

10. The GOS representatives were reminded that, under current regulatory and legislative requirements:

(A) Purchase of wheat must be made on the basis of Invitations for Bids (IFBs) publicly advertised in the U.S. and on the basis of bids (offers) which shall conform to the IFB. Bids must be received and publicly opened in the U.S. All awards under IFBs must be consistent with open, competitive and responsive bid procedures.

(B) Terms of all IFBs (including IFBs for ocean freight) must be approved by the General Sales Manager, Foreign Agricultural Service (FAS), USDA, prior to issuance.

(C) If the GOS nominates a purchasing or shipping agent to procure the wheat or arrange ocean transport under the agreement, the GOS is required to notify the General Sales Manager, FAS, USDA, in writing, of such nomination and attach a copy of the proposed agency agreement. All purchasing and shipping agents must be approved by the General Sales Manager, FAS, USDA, in accordance with regulatory standards designed to eliminate certain potential conflicts of interest.

11. The GOS assured that appropriate measures will be taken to ensure that operable and irrevocable letters of credit for both wheat and freight will be issued as soon as possible after commodities are purchased and ocean freight booked. The GOS was advised that commodity and ocean freight suppliers may refuse to load vessels when acceptable letters of credit for wheat/ocean freight are not available at the time of loading, possibly resulting in costly claims by vessel owners (demurrage) and by wheat suppliers (carrying charges). The GOS must open letters of credit for 100 percent of ocean freight no later than 48 hours prior to vessel presentation for loading, providing for sight payment or in U.S. dollars in favor of the ocean transport supplier on the basis of tonnage and rates specified in the applicable charter party or booking note.

12. The U.S. delegation reviewed Section 17.9 (M) of the Title I financing regulations concerning the payment of the final 10 percent of ocean freight charges. It was pointed out that where ocean freight contract provides for demurrage and despatch, 90 percent of the ocean freight must be paid promptly on arrival of cargo. The remaining 10 percent less despatch, if any, should be paid promptly to the carrier upon safe arrival of the cargo at Port Sudan. Claims against the carrier for damaged or lost cargo should be pursued through normal channels and not be deducted from the ocean freight.

[RELATED LETTER]

The Democratic Republic of the Sudan
MINISTRY OF CO-OPERATION
COMMERCE & SUPPLY
P. O. Box 194, Khartoum, Sudan
Telex No. 329

Minister's Office

MCCS/MO/10-11 : النمرة

جمهورية السودان الديمقراطية
وزارة التعاون والتجارة والتموين
ص.ب: ١٩٤ الخرطوم - السودان
تلغرافيا: تجارة
تلكس ٣٢٩

مكتب الوزير

التاريخ : ــــ/ــــ/ــــ١٩

February 13, 1982

Excellency:

In clarification of the self-help measures listed in Item V of the Agreement of this date between the Government of the United States and the Government of the Democratic Republic of the Sudan for sale of agricultural commodities, the Government of the Democratic Republic of the Sudan undertakes:

1. To eliminate the consumer price subsidy for wheat by August 1982;

2. To permit the import of wheat and wheat flour by the private sector, including bakeries, as soon as subsidies are removed on wheat/wheat flour/bread which is planned for no later than August 1982;

3. To review the exchange rate and be flexible in exchange rate policy pursuant to current understandings with the IMF; and

4. To provide a report to the United States Government by the end of its fiscal year 1982 reviewing the impact of export duties on sorghum, meat and livestock exports to determine whether further reductions would have sufficient beneficial impact on production to outweigh the loss in revenues therefrom.

FOR THE GOVERNMENT OF THE DEMOCRATIC REPUBLIC OF THE SUDAN

Faroug Ibrahim El Magboul
Minister of Cooperation,
Commerce and Supply

H.E. C. William Kontos
Ambassador of the United States of America
Khartoum

TIAS 10352

76-477 O - 88 - 10

SOCIALIST REPUBLIC OF ROMANIA

Scientific and Technological Cooperation

Agreement extending the memorandum of understanding of February 27, 1979.
Effected by exchange of letters
Signed at Bucharest and Washington January 14 and February 26, 1982;
Entered into force February 26, 1982.

The Romanian First Vice President, National Council for Science and Technology, to the Director, National Science Foundation

Strip in offset folio 2 and mend with the following [1]

REPUBLICA SOCIALISTĂ ROMÂNIA

CONSILIUL NAȚIONAL
PENTRU
ȘTIINȚĂ ȘI TEHNOLOGIE
Cabinetul Prim-vicepreședintelui

*Nr.*_____

București _____ *197*__

Dr. John Slaughter
Director,
National Science Foundation
Washington D.C. 20550
U S A

14 January 1982

Dear Dr Slaughter,

I have the pleasure to write you in connection with the Memorandum of Understanding on Scientific and Technological Cooperation between the National Council for Science and Technology (NCST) of the Socialist Republic of Romania and the National Science Foundation (NSF) of the United States of America, signed at Bucharest on February 27, 1979.[1]

According to the provisions of the Article VII, paragraph 3 of the said document, the Memorandum is in effect for a three year period from the date of signature and, by mutual consent, along with its Annex can be renewed for other three year periods, by an appropriate exchange of letters.

Taking into account that the good carrying on of the agreed activities have not been impeded by any of the Memorandum provisions, as well as the NCST wish to continue the scientific and technological cooperation with the NSF, as it has been already stated during our talks in Washington D.C. of November 2, 1981, the NCST proposes the extension of the validity of the Memorandum and its Annex for a new three year period, without any change of the existing text.

Convinced that the NSF will share the proposal of the NCST, looking forward to your answer, I remain

Sincerely yours,

Prof. Ioan Ursu

First Vice President
National Council for Science
and Technology

[1] TIAS 9731; 32 UST 8150.

The Director, National Science Foundation, to the Romanian First Vice President, National Council for Science and Technology

NATIONAL SCIENCE FOUNDATION
WASHINGTON, D.C. 20550

OFFICE OF THE DIRECTOR

February 26, 1982

Professor Ioan Ursu
First Vice-President
National Council for Science
and Technology
Bucharest, Romania

Dear Professor Ursu:

I am pleased to acknowledge receipt of your letter of January 14, 1982 by which you propose to extend the Memorandum of Understanding on Scientific and Technological Cooperation between the National Science Foundation of the United States of America and the National Council for Science and Technology of the Socialist Republic of Romania signed in Bucharest on February 27, 1979 for an additional three-year period without any change of the existing text.

Confident that this action represents a further step in the development of mutually beneficial cooperative relations between our two countries, I accept your proposal to extend the Memorandum of Understanding through February 27, 1985.

Sincerely yours,

John B. Slaughter
Director

ST. LUCIA

Telecommunications: Radio Communications Between Amateur Stations on Behalf of Third Parties

Arrangement effected by exchange of notes
Dated at Bridgetown and Castries August 10, 1981 and February 17, 1982;
Entered into force March 19, 1982.

The American Embassy to the St. Lucian Ministry of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 014

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of St. Lucia and has the honor to propose that an arrangement be concluded between the United States and St. Lucia to permit the exchange of third party messages between the radio amateurs of the United States and St. Lucia.

The Embassy has been authorized to submit for the consideration of the St. Lucian Government, the following proposal:

"Amateur radio stations of St. Lucia and of the United States may exchange internationally messages or other communications from or to third parties, provided:

"1. No compensation may be directly or indirectly paid on such messages or communications.

"2. Such communications shall be limited to conversations or messages of a technical or personal nature for which, by reason of their unimportance, recourse to the public telecommunications service is not justified. To the extent that in the event of disaster, the public telecommunications service is not readily available for expeditious handling of communications relating directly to safety of life or property, such communications

may be handled by amateur stations of the respective countries.

"3. This arrangement shall be applicable with respect to all amateur radio stations duly licensed by appropriate authorities of either the United States or St. Lucia.

"4. This arrangement shall be subject to termination by either government on sixty days' notice to the other government, by further arrangement between the two governments dealing with the same subject, or by the enactment of legislation in either country inconsistent therewith."

The Embassy has the honor to suggest to the Ministry of Foreign Affairs, providing that the Ministry concurs with the proposal quoted above, that this note, together with the Ministry's note in reply concurring with the proposal, constitute an understanding between the two Governments with respect to this matter, such understanding to be effective 30 days from the time of the Ministry's note in reply.

The Embassy avails itself of this opportunity to renew to the Ministry of Foreign Affairs of St. Lucia the assurances of its highest consideration.

Embassy of the United States of America

Bridgetown, August 10, 1981

The St. Lucian Ministry of Foreign Affairs to the American Embassy

Note No. 27/82

The Ministry of Foreign Affairs of Saint Lucia presents its compliments to the Embassy of the United States of America in Barbados and has the honour to acknowledge the receipt of its Note Verbale No. 014 dated 10 August, 1981 containing the following proposal for the conclusion of an arrangement between the United States of America and Saint Lucia which would permit the exchange of third party messages between amateurs of the United States of America and Saint Lucia.

[For text of U.S. note, see pp. 288-289.]

The Ministry of Foreign Affairs wishes to inform the Embassy of the United States of America that the Government of Saint Lucia accepts the proposal to conclude the aforesaid arrangement and that the same be hereby formalised and enter into force thirty (30) days from the date of this Note.

The Ministry of Foreign Affairs of Saint Lucia avails itself of this opportunity to renew to the Embassy of the United States of America in Barbados the assurances of its highest consideration.

Ministry of Foreign Affairs,
Floissac's Building,
Brazil Street,
Castries,
Saint Lucia.

17 February, 1982

BOLIVIA

Employment

Agreement effected by exchange of notes
Signed at La Paz March 5, 1982;
Entered into force March 5, 1982.

The American Ambassador to the Bolivian Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

La Paz, March 5, 1982

No. 3

Excellency:

I have the honor to propose to Your Excellency an agreement to provide that dependents of employees of the Government of Bolivia assigned to official duty in the United States and the dependents of employees of the Government of the United States assigned to official duty in Bolivia be authorized to accept remunerative employment without restriction as to type of employment. For the purpose of this arrangement, "dependents" shall include

(1) Spouses

(2) Unmarried dependent children under 21 years of age

(3) Unmarried dependent children under 25 years of age who are in full-time attendance as students at a post-secondary educational institution, and

(4) Unmarried children who are physically or mentally disabled.

His Excellency

Dr. Gonzalo Romero Alvarez García

Minister of Foreign Affairs

La Paz

In the case of dependents of employees of the Government of Bolivia assigned to official duty in the United States of America and who hold an offer of employment in the United States, an official request will be made by the Embassy of Bolivia in Washington to the Chief of Protocol that the dependent has permission to accept employment. Upon verification that the person is a dependent of an official employee, the Embassy of Bolivia will be informed by the office of the Chief of Protocol that the dependent has permission to accept employment.

In the case of dependents of career and support staff members of diplomatic and consular missions of the United States of America in Bolivia and dependents of other employees of the Government of the United States assigned to official duty in Bolivia who seek employment in Bolivia, the request shall be made by the United States Embassy in Bolivia to the Ministry of Foreign Affairs, which, after verification, shall indicate approval and provide the necessary employment authorization.

As to dependents who obtain employment under this agreement and who have immunity from the jurisdiction of the receiving country in accordance with Article 37 of Vienna Convention on Diplomatic Relations,[1] or any other applicable international agreement, immunity from civil and administrative jurisdiction with respect to all matters arising out of such employment is hereby waived by the sending state concerned. Such dependents are also responsible for payment of income tax and social security contributions on any remuneration received as a result of employment in the receiving state.

[1] Done Apr. 18, 1961. TIAS 7502; 23 UST 3244.

Should Your Excellency agree with the proceeding proposal, this note and your Excellency's note of reply, manifesting such agreement, will constitute an agreement between our two governments.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

Edwin G. Corr

The Bolivian Minister of Foreign Affairs to the American Ambassador

REPUBLICA DE BOLIVIA

MINISTERIO DE RELACIONES EXTERIORES Y CULTO

G.M./Nº 97

La Paz, 5 de marzo de 1982.

Señor Embajador:

Tengo el honor de acusar recibo de la atenta Nota Nº 3 de Vuestra Excelencia, fechada hoy, cuyo texto es como sigue:

" Excelencia:----------"
" Tengo el honor de proponer a Vuestra Excelencia un acuerdo "
" para que los dependientes de empleados del Gobierno de Bolivia"
" en misión oficial en los Estados Unidos de América y los "
" dependientes de empleados del Gobierno de los Estados Unidos "
" de América en misión oficial en Bolivia puedan aceptar empleos"
" remunerados sin restricciones en cuanto a clase de trabajo.---"
" A los efectos de este acuerdo, se considerará "dependientes" "
" a:---------- "
" (1) Cónyuges;---------- "
" (2) Hijos solteros dependientes menores de 21 años de edad;-- "
" (3) Hijos solteros dependientes menores de 25 años de edad "
" que asisten tiempo completo como estudiantes en institu- "
" ciones educativas post-secundarias;---------- "
" (4) Hijos solteros física o mentalmente incapacitados.------ "
" En el caso de dependientes de empleados del Gobierno de "
" Bolivia destinados en misión oficial en los Estados Unidos "
" de América que desean emplearse en los Estados Unidos la "
" Embajada de Bolivia en Washington dirigirá una solicitud "
" oficial al Jefe de Protocolo del Departamento de Estado "
" indicando que el dependiente tiene permiso para aceptar el "
" empleo. Después de verificarse que la persona es dependiente "
" de un empleado oficial, la oficina del Jefe de Protocolo "
" informará a la Embajada de Bolivia que el dependiente tiene "
" permiso para aceptar el trabajo.---------- "
" En el caso de dependientes de personal de carrera y apoyo de "
" misiones diplomáticas y consulares de los Estados Unidos de "
" América en Bolivia, y de dependientes de otros empleados del "
" Gobierno de los Estados Unidos destinados en misión oficial "
" en Bolivia, que desean emplearse en Bolivia la petición será "
" hecha por la Embajada de los Estados Unidos en La Paz al "
" Ministerio de Relaciones Exteriores, la cual, después de su "
" verificación, será aprobada y se otorgará la autorización "
" necesaria para el empleo.---------- "

Al Excelentísimo Señor

Edwin G. Corr
Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América

Presente.

" Respecto a los dependientes que obtengan trabajo bajo este "
" acuerdo y que tengan inmunidad de jurisdicción en el país "
" receptor de acuerdo al Artículo 37 de la Convención de Viena"
" de Relaciones Diplomáticas, o cualquier otro acuerdo inter- "
" nacional pertinente, el Estado acreditante por el presente "
" acuerdo renuncia a la inmunidad de jurisdicción civil y "
" administrativa respecto a todos los asuntos que deriven de "
" tal trabajo. Tales dependientes serán también responsables "
" del pago de impuestos sobre sueldos y contribuciones al se- "
" guro social sobre cualquier remuneración recibida como re- "
" sultado del trabajo en el Estado receptor.---------- "
" En caso de que Vuestra Excelencia se declare conforme con "
" lo propuesto precedentemente, esta Nota y la Nota de res- "
" puesta de Vuestra Excelencia, en la que conste tal manifes- "
" tación, constituirán un Acuerdo entre nuestros dos Gobier- "
" nos.---------- "
" Me valgo de esta oportunidad para renovar a Vuestra Exce- "
" lencia las seguridades de mi más alta consideración.------ "
" Fdo.- Edwin G. Corr.-- Embajador Extraordinario y Plenipo- "
" tenciario de los Estados Unidos de América.---------- "
" A su Excelencia Dr. Gonzalo Romero Alvarez García, Minis- "
" tro de Relaciones Exteriores y Culto.---------- "
" La Paz.---------- "

En respuesta, me es grato comunicar a Vuestra Excelencia que mi Gobierno manifiesta su conformidad con las proposiciones contenidas en el texto anteriormente transcrito y que está de acuerdo en considerar la Nota de Vuestra Excelencia y la presente Nota de respuesta como un acuerdo formal entre nuestros dos Gobiernos.

Me valgo de esta oportunidad para renovar a Vuestra Excelencia las seguridades de mi más alta consideración.

Dr. Gonzalo Romero A. G.
Ministro de Relaciones Exteriores
y Culto

TRANSLATION

Republic of Bolivia
Ministry of Foreign Relations and Worship
G.M./No. 97

La Paz, March 5, 1982

Mr. Ambassador:

I have the honor to acknowledge receipt of Your Excellency's note No. 3 of today's date, which reads as follows:

[For the English language text, see pp. 292-294.]

In reply, I am pleased to inform Your Excellency that my government accepts the proposals contained in the text transcribed above and agrees to consider Your Excellency's note and this reply thereto as a formal agreement between our two governments.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

G. Romero

Gonzalo Romero A.G.
Minister of Foreign Relations and Worship

His Excellency
Edwin G. Corr,
Ambassador Extraordinary and Plenipotentiary
of the United States of America,
La Paz.

MEXICO

Desertification: Arid and Semi-Arid Lands Management and Desertification Control

Agreements extending the agreement of February 16, 1979.
Effected by exchange of notes
Dated at Mexico and Tlatelolco February 11 and March 11, 1982;
Entered into force March 11, 1982;
Effective February 16, 1982.
And exchange of notes
Dated at Mexico and Tlatelolco April 15 and May 6, 1982;
Entered into force May 6, 1982;
Effective April 16, 1982.

The American Embassy to the Mexican Department of Foreign Relations

NO. 215

The Embassy of the United States of America presents its compliments to the Secretariat of Foreign Relations and has the honor to refer to the Agreement between the Government of the United States of America and the Government of the United Mexican States on Cooperation to Improve the Management of Arid and Semi-Arid Lands and Control Desertification. [1] This Agreement is scheduled to expire on February 16, 1982.

The Government of the United States of America proposes to exchange diplomatic notes with the Government of the United Mexican States providing for a sixty day extension of the Agreement.

The Embassy of the United States of America avails itself of this opportunity to renew to the Secretariat of Foreign Relations the assurances of its highest consideration.

The Embassy of the United States of America
México, D. F., February 11, 1982

[1] TIAS 9444; 30 UST 4009.

The Mexican Department of Foreign Relations to the American Embassy

ESTADOS UNIDOS MEXICANOS
SECRETARIA DE RELACIONES EXTERIORES
MEXICO

315586 La Secretaría de Relaciones Exteriores saluda atentamente a la Embajada de los Estados Unidos de América y tiene el honor de referirse a su nota 215, del 11 de febrero pasado, en la que propone que el Convenio entre México y los Estados Unidos de América sobre Cooperación para mejorar el Manejo de las Tierras Aridas y Semiáridas y Controlar la Desertificación, firmado el 16 de febrero de 1979, se prorrogue por 60 días más, a partir del 16 de febrero de 1982.

Al respecto, la Secretaría informa a la Embajada que el Gobierno de México está de acuerdo en prorrogar dicho Convenio en los términos referidos.

La Secretaría de Relaciones Exteriores aprovecha la oportunidad para renovar a la Embajada de los Estados Unidos de América el testimonio de su más alta consideración.

Tlatelolco, D. F., a 11 de marzo de 1982.

A la Embajada de los
Estados Unidos de América,
C i u d a d .

TRANSLATION

UNITED MEXICAN STATES
MINISTRY OF FOREIGN RELATIONS
MEXICO

No. 315586

The Department of Foreign Relations presents its compliments to the Embassy of the United States of America and has the honor to refer to its note No. 215 of February 11, 1982, proposing that the Agreement between Mexico and the United States of America on Cooperation to Improve the Management of Arid and Semi-Arid Lands and Control Desertification, signed on February 16, 1979, be extended for sixty days beginning on February 16, 1982.

In this regard, the Department informs the Embassy that the Government of Mexico agrees to extend the Agreement on the above-mentioned terms.

The Department of Foreign Relations avails itself of the opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

Tlatelolco, D.F., March 11, 1982

[Initialed]

Embassy of the United States of America,
Tlatelolco, D.F.

The American Embassy to the Mexican Department of Foreign Relations

No. 563

The Embassy of the United States of America presents its compliments to the Secretariat of Foreign Relations and has the honor to refer to the sixty day extension of the Agreement between the Government of the United States of America and the Government of the United Mexican States on Cooperation to Improve the Management of Arid and Semi-Arid Lands and Control Desertification. This sixty day extension of the Agreement is scheduled to expire on April 16, 1982.

The Government of the United States of America proposes to exchange diplomatic notes with the Government of the United Mexican States providing for an additional ninety day extension of the Agreement.

The Embassy of the United States of America avails itself of this opportunity to renew to the Secretariat of Foreign Relations the assurances of its highest consideration.

The Embassy of the United States of America
México, D. F., April 15, 1982.

The Mexican Department of Foreign Relations to the American Embassy

ESTADOS UNIDOS MEXICANOS
SECRETARIA DE RELACIONES EXTERIORES
MEXICO

316055 La Secretaría de Relaciones Exteriores saluda atentamente a la Embajada de los Estados Unidos de América y tiene el honor de referirse a su nota 563, fechada el 15 de abril pasado, en la que propone que el Convenio entre México y los Estados Unidos de América sobre Cooperación para Mejorar el Manejo de las Tierras Aridas y Semiáridas y Controlar la Desertificación, firmado el 16 de febrero de 1979, se prorrogue por 90 días más, a partir del 16 de abril de 1982.

Al respecto, la Secretaría informa a la Embajada que el Gobierno de México está de acuerdo en prorrogar dicho Convenio en los términos referidos.

La Secretaría de Relaciones Exteriores aprovecha la oportunidad para renovar a la Embajada de los Estados Unidos de América el testimonio de su más alta consideración.

Tlatelolco, D.F., a 6 de mayo de 1982.

A la Embajada de los
Estados Unidos de América,
Ciudad

TRANSLATION

UNITED MEXICAN STATES
MINISTRY OF FOREIGN RELATIONS
MEXICO

No. 316055

The Department of Foreign Relations presents its compliments to the Embassy of the United States of America and has the honor to refer to its note No. 563 of April 15, 1982, in which it proposes that the Agreement between Mexico and the United States of America on Cooperation to Improve the Management of Arid and Semi-Arid Lands and Control Desertification, signed on February 16, 1979, be extended for an additional 90 days beginning April 16, 1982.

In that regard, the Department wishes to inform the Embassy that the Government of Mexico agrees to the proposed extension of the above-mentioned Agreement.

The Department of Foreign Relations avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

Tlatelolco, D.F., May 6, 1982
[Initialed]

Embassy of the United States of America,
Mexico, D.F.

CANADA

Pollution: Addition to Joint Contingency Plan of Annex V Concerning Dixon Entrance Waters

Agreement effected by exchange of notes
Signed at Ottawa March 5 and 17, 1982;
Entered into force March 17, 1982.

The Canadian Secretary of State for External Affairs to the American Ambassador

Department of External Affairs Ministère des Affaires extérieures

Canada

OTTAWA, K1A 0G2

March 5, 1982

LAO-373

Excellency,

I have the honour to refer to the Agreement between our two countries concerning the establishment of a Joint Marine Pollution Contingency Plan, brought into force by an Exchange of Notes in Ottawa on June 19, 1974 [1] and to recent discussions between representatives of our two Governments concerning the addition of a further annex (Annex V) [2] to the Plan, related to waters of Dixon Entrance off the Pacific Coast of Canada and the United States.

I have the honour to propose that Annex V be added to the Joint Marine Pollution Contingency Plan and that it be given the same effect under the Plan as Annexes I to IV.

His Excellency Paul Heron Robinson Jr.
Ambassador of the United States of America
OTTAWA

[1] TIAS 7861, 8957; 25 UST 1280; 29 UST 2569.

[2] Not printed herein. The annex is deposited in the archives of the Department of State where it is available for reference.

If the foregoing proposals are acceptable to the Government of the United States, I have the honour to propose that this Note, which is equally authentic in English and French, and your Excellency's Note in reply shall constitute an Agreement between Canada and the United States which shall enter into force on the date of your reply.

Accept, Excellency, the renewed assurances of my highest consideration.

[1]

Secretary of State for
External Affairs

[1] Mark MacGuigan.

French Text of the Canadian Note

Department of External Affairs Ministère des Affaires extérieures

Canada

OTTAWA, K1A 0G2
le 5 mars 1982

LAO-373

Monsieur l'Ambassadeur,

J'ai l'honneur de me référer à l'Accord entre nos deux pays concernant l'établissement d'un Plan d'urgence conjoint en cas de pollution marine, rendu valide par un Echange de Notes à Ottawa, le 19 juin 1974, et aux discussions récentes entre les représentants de nos deux Gouvernements concernant l'adjonction d'une nouvelle annexe (Annexe V) au Plan, relatif aux eaux de l'entrée de Dixon s'étendant au large de la côte pacifique du Canada et des Etats-Unis.

J'ai l'honneur de proposer que l'Annexe V soit ajoutée au Plan conjoint en cas de pollution marine et ait le même effet en vertu du Plan que les Annexes I à IV.

Si les propositions qui précèdent agréent au Gouvernement des Etats-Unis, j'ai l'honneur de proposer que la présente Note, dont les versions française et anglaise font également foi, et la réponse de votre Excellence à cet effet constituent entre le Canada et les Etats-Unis, un Accord qui entrera en vigueur à la date de votre réponse.

Son Excellence M. Paul Heron Robinson Jr.,
Ambassadeur des Etats-Unis d'Amérique,
OTTAWA.

Veuillez agréer, Monsieur l'Ambassadeur, les assurances renouvelées de ma très haute considération.

le secrétaire d'Etat
aux Affaires extérieures

The American Ambassador to the Canadian Secretary of State for External Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

Ottawa, March 17, 1982

No. 86

Sir:

I have the honor to acknowledge receipt of your Note, No. LAO 373, of March 5, 1982, which reads as follows:

Excellency:

"I have the honour to refer to the Agreement between our two countries concerning the establishment of a Joint Marine Pollution Contingency Plan, brought into force by an Exchange of Notes in Ottawa on June 19, 1974 and to recent discussions between representatives of our two Governments concerning the addition of a further annex (Annex V) to the Plan, related to waters of Dixon Entrance off the Pacific Coast of Canada and the United States.

"I have the honour to propose that Annex V be added to the Joint Marine Pollution Contingency Plan and that it be given the same effect under the Plan as Annexes I to IV.

"If the foregoing proposals are acceptable to the Government of the United States, I have the honour to propose that this Note, which is equally authentic in English and French, and your Excellency's Note in reply shall constitute an

The Honorable Mark MacGuigan,
Secretary of State for External Affairs,
Ottawa.

Agreement between Canada and the United States which shall enter into force on the date of your reply.

"Accept, Excellency, the renewed assurances of my highest consideration."

I have the honor to inform you that the foregoing proposals are acceptable to the Government of the United States of America and to confirm that your Note which is equally authentic in English and French, and this reply, shall constitute an Agreement between our two Governments which shall enter into force on the date of this reply.

Accept, Sir, the renewed assurances of my highest consideration.

Paul H. Robinson [1]

[1] Paul H. Robinson, Jr.

PHILIPPINES

Health: Employees' Compensation and Medical Care

Agreement signed at Manila March 10, 1982;
Entered into force March 10, 1982.

AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA
AND
THE REPUBLIC OF THE PHILIPPINES
ON
EMPLOYEES' COMPENSATION AND MEDICAL CARE PROGRAMS

With reference to the American Embassy's Diplomatic note No. 560 dated October 9, 1979, [1] concerning a United States proposal that the Government of the United States participate in the Philippine Medical Care Program and the Employees' Compensation Program on behalf of Philippine Nationals employed by the U.S. Forces in the Philippines, and in compliance with the RP-US Joint Labor Committee Agreed Minutes dated April 11, 1979, [1] the Government of the Republic of the Philippines and the Government of the United States agree to the following provisions:

1. The Philippine Medical Care Program and the Employees' Compensation Program shall be extended to all Philippine national direct-hire employees of the U.S. Forces in the Philippines except those employees who are not eligible for coverage because they are not members of the Philippine Social Security System. Until such time as appropriate Philippine amendatory legislation becomes effective, these employees shall, with regard to Employees' Compensation, continue to be covered under the United States Federal Employees' Compensation Act, [2] and, with respect to Medical Care, they will be provided comparable benefits through private insurance, with premiums shared by

[1] Not printed.
[2] 80 Stat. 549; 5 U.S.C. § 8137.

the employer and the employee.

2. All provisions of the above cited programs shall be applied to the U.S. Forces in a manner identical with their application to all other employers covered by the laws.

3. The Philippine national employees of the U.S. Forces shall have the same benefits and protection and be subject to the same obligations and penalties under the programs as all other employees covered by the two programs.

4. This agreement will replace coverage for Philippine national employees of the U.S. Forces granted by 5 U.S. Code, Section 8137 (the Federal Employees' Compensation Act). Claims for injuries and occupational diseases contracted prior to the effective date of the agreement may continue to be filed under the Federal Employees' Compensation Act in accordance with its provisions. Claims regarding exposures subsequent to the effective date of this agreement shall be filed under the Philippine Employees' Compensation Program.

5. In order to eliminate reductions in various benefits incurred as a result of the transfer of Philippine employees from coverage under the U.S. Federal Employees' Compensation Act to the Philippine Employees' Compensation Program, and consistent with para 2 of the Base Labor Agreement [1] providing for uniform wages, working conditions and benefits for employees regardless of sources of funds used, the U.S. Forces agree to provide, subject to the authorization

[1] Signed May 27, 1968. TIAS 6542; 19 UST 5893.

and appropriation of funds by the United States Congress, certain supplemental benefits outlined in Annex A, which will be extended uniformly to both appropriated fund employees formerly covered by the Federal Employees' Compensation Act and also to non-appropriated fund employees of the U.S. Forces. These supplemental benefits will be reviewed whenever benefits under the Philippine Employees' Compensation Program are increased and will be adjusted so that supplemental payments, when combined with payments under the Philippine Employees' Compensation Program, do not exceed the scheduled benefits provided under the Federal Employees' Compensation Act existing at the time of the effective date of this agreement. Supplemental benefits shall be granted to appropriated and non-appropriated fund employees only upon a final finding made under the Philippine Employees' Compensation Program that the subject injury or death is compensable under the program.

6. Compensation paid under or pursuant to this Agreement is in lieu of all other compensation from the United States Government for the same injury or death and is exclusive satisfaction of all liability of the United States Government in respect of the particular injury or death.

7. In addition to Medical Care coverage, the U.S. Forces will provide a new, improved supplemental private group hospitalization insurance. Benefits are established in accordance with prevailing

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practices in the Philippines as determined by periodic technical wage surveys conducted by the U.S. Armed Forces. Information on supplemental benefits under the group hospitalization program will be provided to employees.

8. It is agreed that any dispute, disagreement, claim or grievance initiated by the Government of the Republic of the Philippines or the United States Government and arising out of or relating to the interpretation or administration of this agreement shall be referred to the RP-US Joint Labor Committee in accordance with Article III (5) of the Base Labor Agreement of 1968. Disputes, disagreements, claims or grievances not settled in the Committee shall be resolved through diplomatic channels in lieu of resort to the courts or tribunals of either government. A dispute, disagreement, claim or grievance initiated by a Philippine employee of the U.S. Forces shall be settled in accordance with procedures established under or in accordance with applicable Philippine law.

9. Nothing in this agreement shall imply any waiver by either the Government of the Republic of the Philippines or the United States Government of its immunities under international law.

10. Provisions of this agreement shall become effective upon signing.

11. In witness thereof, the undersigned, being duly authorized by their respective government, have signed this agreement.

Done at Manila, in duplicate, this tenth day of March, 1982.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

JAMES D. ROSENTHAL
Charge d'Affaires, a.i.

FOR THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES:

BLAS F. OPLE
Minister of Labor and Employment

MEMBERS OF THE U.S. NEGOTIATING TEAM:

Leonard Sandman, Chairman
American Embassy

(Deceased October 18, 1981)
Charles W. Harner
CINCPACREPPHIL

Thomas O'Brien
U.S. Air Force

MEMBERS OF THE PHILIPPINE NEGOTIATING TEAM:

Carmelo C. Noriel, Chairman
Deputy Minister, Ministry of Labor and Employment

Ruben de Ocampo
Member, Batasang Pambansa

Jose C. Denoga
Philippine Medical Care Commission

Fabiana Patag
Social Security Commission

Eleonor Cayapas
Employees' Compensation Commission

ANNEX A

SUPPLEMENTAL BENEFITS
IN ADDITION TO THE PHILIPPINE WORKMEN'S COMPENSATION BENEFITS
EXTENDED TO BOTH APPROPRIATED AND NON-APPROPRIATED FUND EMPLOYEES
OF THE U.S. FORCES IN THE PHILIPPINES

(Death or personal injury from any accident arising out of and in the course of performing assigned duties and responsibilities of employment)

PERMANENT/PARTIAL DISABILITY	GROUP 1	GROUP 2	GROUP 3	GROUP 4
SCHEDULE OF AWARDS* (MAXIMUM SHOWN)	PG 1 - PG 15	PG 16 - PG 20	PW 1 - PW 20	PWL/PWF/PWP
LOSS OF ARM	₱26,600.00	₱33,750.00**	₱15,450.00	₱33,750.00**
LOSS OF LEG	22,700.00	33,750.00**	12,850.00	33,750.00**
LOSS OF HAND	19,600.00	33,750.00**	11,150.00	30,800.00
LOSS OF FOOT	16,400.00	33,750.00**	9,500.00	25,525.00
LOSS OF EYE	13,300.00	33,750.00**	7,725.00	20,700.00
LOSS OF THUMB	4,400.00	12,250.00	2,400.00	7,100.00
LOSS OF FIRST FINGER	1,200.00	5,500.00	100.00	2,675.00
LOSS OF GREAT TOE	1,800.00	5,800.00	775.00	3,200.00
LOSS OF SECOND FINGER	350.00	3,100.00	-	1,300.00
LOSS OF THIRD FINGER	650.00	3,250.00	-	1,550.00
LOSS OF (OTHER THAN GREAT TOE)	-	1,225.00	-	450.00
LOSS OF FOURTH FINGER	200.00	900.00	-	200.00
TRAUMATIC INJURY RESULTING IN LOSS OF HEARING - ONE EAR	4,500.00	12,575.00	2,525.00	7,350.00
TRAUMATIC INJURY RESULTING IN LOSS OF HEARING - TWO EARS	12,000.00	33,750.00**	4,075.00	22,625.00
PERMANENT AND TOTAL PARALYSIS	33,750.00**	33,750.00**	33,750.00**	33,750.00**
PARALYSIS OF THE TRUNK FROM SPINAL/NERVE INJURY	26.500.00	33,750.00**	15,450.00	33,750.00**
DEATH OCCURRING WITHIN 1 YEAR OF AND DIRECTLY ATTRIBUTABLE TO ON THE JOB INJURY	33,750.00***	33,750.00***	33,750.00***	33,750.00***

*All compensation awards will be proportionate to the degree of loss of member as determined by the Philippine Employees' Compensation Program.

**Limited to death benefit. Compensation for a combination of two or more injuries is limited to the sum of the combined benefits or the death benefit, whichever is the lesser.

***Includes burial expenses formerly paid under U.S. Federal Employees' Compensation Act.

[Footnotes in the original.]

MULTILATERAL

Oceanographic Research: Geoscientific Research and Mineral Resources Studies of the South Pacific Region

Agreement signed at Suva March 12, 1982;
Entered into force March 12, 1982.

AGREEMENT BETWEEN THE GOVERNMENTS OF AUSTRALIA, NEW ZEALAND AND THE UNITED STATES OF AMERICA IN COOPERATION WITH THE COMMITTEE FOR THE COORDINATION OF JOINT PROSPECTING FOR MINERAL RESOURCES IN SOUTH PACIFIC OFFSHORE AREAS RELATING TO THE CONDUCT OF A JOINT PROGRAMME OF MARINE GEOSCIENTIFIC RESEARCH AND MINERAL RESOURCE STUDIES OF THE SOUTH PACIFIC REGION

The Governments of Australia, New Zealand and the United States of America in cooperation with the Committee for the Coordination of Joint Prospecting for Mineral Resources in South Pacific Offshore Areas (CCOP/SOPAC),

Recalling that interested Pacific Island Governments, namely the Governments of the Cook Islands, Fiji, Kiribati, Papua New Guinea, Solomon Islands, the Kingdom of Tonga, Vanuatu and Western Samoa have requested CCOP/SOPAC to initiate certain programmes and investigations with respect to the mineral potential of the ocean floor in the South Pacific Ocean;

Recognising that CCOP/SOPAC has sought the assistance of the Governments of Australia, New Zealand and the United States of America in funding and implementing such programmes and investigations;

Noting that the member Governments of CCOP/SOPAC at their tenth meeting at Vila in October, 1981 endorsed a joint programme of Geoscientific Research and Mineral Resource Studies formulated by the Governments of Australia, New Zealand and the United States of America in consultation with the CCOP/SOPAC Technical Secretariat and member Governments and authorised CCOP/SOPAC to make appropriate arrangements;

Noting further that CCOP/SOPAC has indicated its willingness to contribute to and cooperate in the programmes and investigations and that details of its participation are set out in a letter of February 2, 1982 from Alexander MacFarlane reproduced in Annex A to this Agreement; and

Convinced that the joint programme of Geoscientific Research and Mineral Resource Studies represents a significant expansion of mineral exploration activities being conducted for the benefit of Pacific Island countries;

Have agreed as follows:

ARTICLE I

The Signatories agree to establish and maintain the Joint Programme of Marine Geoscientific Research and Mineral Resource Studies in accordance with the provisions of this Agreement and the Scientific and Technical Annex set out in Annex B to this Agreement.

ARTICLE II

The objectives of the Joint Programme shall be:

(a) to assist interested Pacific Island Governments to develop and promote the investigation of the mineral potential, including hydrocarbons, of the shelves, platforms, and ocean floor in the South Pacific Ocean;

(b) take account of survey work, data reassessment and CCOP/SOPAC action programmes in hand to design ocean and related land research programmes which offer a significant expansion of activity in high priority areas for investigation in the South Pacific region with maximum prospective benefits to interested Pacific Island Governments in terms of enhanced scientific understanding which are focussed primarily on:

(i) hydrocarbon search;

(ii) analysis of regional tectonics;

(iii) search for metalliferous resources;

(c) to provide advanced ocean research vessels and teams of skilled scientific manpower and technicians, drawing upon combined resources available to the Signatories with highest available and suitable level of technological inputs, advanced scientific equipment, data processing facilities, laboratory and office work, data interpretation and final analysis reporting;

(d) to provide opportunities to the extent feasible for involvement in data collection, processing and analysis by scientists and trainees from interested South Pacific Island countries in whose areas research is conducted;

(e) to arrange an opening framework of scientific and programme planning consultations amongst the Signatories enabling adequate monitoring and

evaluation, programme review and reporting, and modifications and extensions of the Joint Programme in specified areas;

(f) to provide end-data in readily usable form under distribution and copyright arrangements settled between all Signatories and acceptable to the interested Pacific Island Governments.

ARTICLE III

The Joint Programme shall commence early in 1982 and include two advanced geoscientific research cruises and related land work research as follows:

(a) The cruise of the R/V Kana Keoki shall consist of a 60-day marine geological and geophysical cruise to investigate regional tectonics, sedimentation, metallogenesis and mineralization along the Northern Melanesian Borderland, the Fiji Plateau and the Solomon Islands/Woodlark Basin area. The ship shall collect geophysical data with single channel continuous seismic reflection, gravity, magnetics and bathymetric profiling systems. Extensive sampling using cores and dredges shall be carried out in all areas, with extensive bottom photography on Leg 2 and heat flow measurements on Leg 3. Requisite navigational control shall be maintained throughout the survey. All data shall be copied and supplied to appropriate programme participants. Data analysis and publication shall be completed within 18 months of the end of the field work. Cruise planning and post-cruise coordination of analytical work shall be carried out by programme participants.

(b) The cruise of the R/V S.P. Lee and related land studies shall consist of a 60-day marine geophysical and geological cruise to investigate the hydrocarbon potential of selected areas offshore of Tonga, Vanuatu, and Solomon Islands. Onshore source rock studies, also including Fiji, shall be undertaken within the general time frame of the cruise and shall be correlated with offshore data. Offshore investigation shall entail collection of geophysical data with multi-channel and single channel, deep penetration and high resolution, continuous seismic-reflection, magnetic and gravimetric profiling systems. Where desirable selected sea bed rock and sediment samples, underwater photographs and side-scan profiles shall be collected. Requisite navigational control shall be maintained throughout the survey. On-shore fresh rock samples shall be collected from outcrop and drilling and shall be analysed for petrologic type and hydrocarbon maturation. All data shall be copied and supplied to appropriate programme participants, processed and analysed and results published in printed reports within 18 months after the completion of the last leg of the ship's cruise. Appropriate maps, cross-sections, tables, and written text shall be used to explain the hydrocarbon potential and geological hazards in the investigation areas.

ARTICLE IV

(a) Upon completion of data collection, the data processing, analysis and reproduction work shall be expeditiously carried to completion and the results disseminated as provided in Article II(f).

(b) As far as possible all work shall be completed by 30 June 1983 to be followed by new consultations amongst the Signatories to consider the possibility of subsequent phases of the Joint Programme. Subsequent phases, if any, shall be designed to offer the maximum indicated research and resource definition benefits to interested Pacific Island Governments and shall take place at the earliest suitable opportunity after initial phase evaluations have been completed. Such subsequent phases might include ocean bottom seismic recording around the North Fiji Basin Triple Junction, detailed multibeam scans and further hydrocarbon and resources research in indicated areas.

ARTICLE V

(a) The Signatories shall liaise closely with the CCOP/SOPAC Technical Secretariat with respect to the provision by CCOP/SOPAC of administrative support and coordination for the Joint Programme. In particular they shall use the CCOP/SOPAC Secretariat as a channel for securing from interested Pacific Island Governments:

(i) logistic assistance and other related cooperation;

(ii) data and other scientific material that would assist research teams and planners in their investigations;

(iii) other general cooperation and liaison.

(b) The Signatories shall not be responsible for the costs of travel and per diem expenses for travel within the region of Pacific Island representatives and CCOP/SOPAC personnel participating in the Joint Programme. No charges shall be made, however, for accommodation and food supplied to such personnel on board the R/V S.P. Lee and the R/V Kana Keoki.

ARTICLE VI

The Government of Australia agrees to provide funds, goods and services up to a value of U.S.$1,200,000 to be applied as follows:

(a) The Government of Australia shall provide appropriately qualified geophysical and geological experts including: marine geophysicists, marine geologists, geochemists, petrologists, sedimentologists, and micropalaeontologists, to participate in the planning, data collection, and data processing and analysis phases of the Joint Programme.

(b) The travel, accommodation and per diem allowances for these experts shall be met by the Government of Australia. All downstream costs of data processing, analysis and reproduction related to the specialist areas for which the Government of Australia agrees to provide experts shall also be borne by the Government of Australia.

(c) In addition the Government of Australia agrees to provide the following contributions towards cruise costs for the research vessels to be employed in the Joint Programme:

(i) a sum of U.S.$104,000 to finance sixteen days sea time in the basic geological/ geophysical research programme of the R/V Kana Keoki in the Woodlark Basin; and

(ii) a sum of U.S.$325,000 to finance twenty five days sea time for high technology resource exploration research activity by R/V S.P. Lee.

(d) The Government of Australia further agrees to meet appropriate travel and related expenses associated with the participation of selected persons with special interest in the Joint Programme at geological/geophysical laboratories and institutions where Joint Programme work is in process and who are nominated by interested Pacific Island Governments.

ARTICLE VII

The Government of New Zealand agrees to provide funds, goods and services up to an amount of U.S.$120,000 to be applied as follows:

(a) The Government of New Zealand shall provide appropriately qualified geophysical and geological experts including: marine geophysicists, marine and land geologists, petroleum geologists, petrologists, sedimentologists and micropalaeontologists, to participate in the planning, data collection and data processing and analysis phases of the Joint Programme.

(b) The travel, accommodation and per diem allowances for the experts referred to in the previous paragraph shall be met by the Government of New Zealand. All downstream costs of data processing, analysis and reproduction related to the specialist areas for which the Government of New Zealand agrees to provide experts shall also be borne by the Government of New Zealand.

(c) The Government of New Zealand shall assist as appropriate with travel and related expenses of selected participants from Pacific Island countries in the Joint Programme and who are nominated by interested Pacific Island Governments. In particular, the Government of New Zealand shall assist with these expenses where associated with work in New Zealand and elsewhere, at geological and geophysical laboratories and institutions, in areas of interest to the countries concerned.

(d) The Government of New Zealand shall contribute to the seatime cruise costs of the cruise of the R/V Kana Keoki a sum of up to U.S.$20,000.

ARTICLE VIII

The Government of the United States of America agrees to provide funds, goods and services under this Agreement in an amount not to exceed U.S.$2,400,000, comprised of contributions of funds, goods and services by concerned United States agencies - AID U.S.$1,000,000, USGS U.S.$650,000, NAVY (ONR) U.S.$750,000 - to be applied as follows:

(a) The Government of the United States of America shall secure the services of two research vessels suitably equipped for geological and geophysical ocean research R/V Kana Keoki and R/V S.P. Lee, for use by the Joint Programme in the initial cruise programme.

(b) The Government of the United States of America shall arrange all fitment, provisioning and logistics for the planned initial cruises and provide suitably skilled technicians to operate and maintain the basic and high technology equipment on board.

(c) The Government of the United States of America shall provide as appropriate qualified geophysical and geological experts including: marine geophysicists, land and marine geologists, sedimentologists, geochemists, petrologists, electronic and marine technicians, computer operators, precision location navigators, and laboratory technicians to participate in the planning, data collection, data processing and analysis phases of the Joint Programme.

(d) The travel, accommodation and per diem allowances for the experts referred to in the previous paragraph shall be met by the Government of the United States of America. All downstream costs of data processing, analysis and reproduction related to the specialist areas for which the United States agrees to provide experts shall also be borne by the Government of the United States of America.

(e) The Government of the United States of America shall contribute towards the operations of the research vessels as follows:

(i) all vessel transit costs to and from mutually acceptable start and finish ports;

(ii) cruise costs for a total of 50 days (estimated 40 days sea time research) for R/V Kana Keoki while engaged in the basic geological/geophysical research programme;

(iii) cruise costs for 41 days for R/V S.P. Lee while engaged in ocean research and while travelling and while in port between legs of the cruise.

(f) The Government of the United States of America further agrees to meet appropriate travel and living expenses of CCOP/SOPAC Co-Chief Scientists to, in and from the United States for the purpose of attendance at geological/geophysical laboratories and institutes. Selected persons nominated by interested Pacific Island Governments and scientists of signatory countries with special interest in the Joint Programme shall be welcome to participate in data analysis being undertaken in the United States.

ARTICLE IX

(a) The Signatories agree that pre- and post-cruise technical meetings for each cruise leg should be scheduled to facilitate cruise planning, analysis and interpretation of data, synthesis of results, and publications.

(b) Two pre-cruise planning sessions should be held. The first meeting should be held as far in advance as possible (at least two months) to facilitate planning and should include the Co-Chief Scientists and as many of the other principal members of the scientific party as possible. The second meeting should be held one or two days before the start of each cruise leg at the port of embarkation with the objective of briefing the scientific party and making minor adjustments to the cruise plans based on recently acquired information, and should be attended by all participating scientists and pertinent support staff.

(c) A debriefing should be held upon arrival at the port of disembarkation, prior to dispersal, with the purpose of determining responsibility for the analysis and interpretation of the various data sets acquired during the leg, and for planning the timing of subsequent post-cruise meetings. After sufficient time has elapsed to enable reduction and analysis of data, as determined at the first post-cruise meeting, at least one other post-cruise synthesis meeting should be held involving all principal scientific participants of the cruise. These meetings should have access, as far as possible, to cruise data to facilitate synthesis of results and preparation of reports and could involve non-shipboard scientific investigators who are also engaged in the data analysis. Ad hoc meetings of those involved in specific aspects may also be required to complete the synthesis and preparation of these reports.

ARTICLE X

(a) A Joint Programme Coordinator designated by CCOP/SOPAC shall ensure appropriate administrative support and facilitate execution of the Joint Programme.

(b) The Government of Australia shall appoint a national coordinating committee whose chairman will serve as a point of contact to facilitate communication and Australian participation.

(c) The Government of New Zealand shall designate an individual as a national coordinator to serve as a point of contact to facilitate communications and New Zealand participation.

(d) The Government of the United States of America shall appoint a national coordination committee whose chairman shall serve as a point of contact to facilitate communication and United States participation. In addition, the U.S. Geological Survey and the University of Hawaii shall each designate a cruise coordinator who shall serve as respective points of contact for coordination of particular research vessel operations and participation of their respective agencies in specific cruises.

(e) Ad hoc meetings of the Signatories and/or of the national coordinators shall be held as necessary to review and evaluate progress and to discuss modifications or extensions to the Joint Programme. The results of these meetings shall be communicated to all Signatories.

ARTICLE XI

(a) The United States' institutions providing the research vessels to the Joint Programme may nominate one of the two Co-Chief Scientists from their institutions for each cruise leg or the full cruise duration at their discretion.

(b) The Signatories understand that CCOP/SOPAC may nominate the other Co-Chief Scientist for each leg as appropriate from available qualified scientific manpower resources within CCOP/SOPAC, the interested Pacific Island countries and the signatory countries.

ARTICLE XII

(a) Amounts in excess of requirements at the completion of the Joint Programme shall be refunded to contributors in the proportion of their original contributions.

(b) To the extent that the carrying out of any activity or implementation of any part of this Agreement by the Government of the United States of America depends on availability of funds for fiscal year 1983 and beyond, such activity or implementation shall be subject to the availability of such funds.

ARTICLE XIII

(a) The responsibility for assigning original data and samples at the conclusion of each leg of each cruise rests with the Co-Chief Scientists who shall also ensure that copies of underway data and representative splits of samples as appropriate (where this is possible without detriment to their scientific value) are supplied to the Signatories.

(b) Subject to the laws, regulations or guidelines in force in any of the signatory countries at the date of entry into force of this Agreement, all data and samples collected

are proprietary to programme participants for the first two years following completion of the cruise and permission for use by other than programme participants is required from CCOP/SOPAC. After two years, permission is not required to use the data or samples but, subject to the laws, regulations or guidelines in force in any of the Signatory countries, CCOP/SOPAC shall be informed of the purpose of the use at the time the data or samples are provided, and shall be acknowledged in and receive copies of any publications resulting from or including the data or samples.

(c) At least one publication describing the cruise and its results shall be the responsibility of, and be co-authored by, the Co-Chief Scientists. This may include joint authorship by other programme participants and contributors.

(d) Following the above publication, and subject to the laws, regulations and guidelines in force in any of the signatory countries, other publications authored or co-authored by programme participants using programme data should appear as a joint contribution from the author's institution and CCOP/SOPAC, acknowledging the cruise sponsorship.

(e) Copies of all manuscripts should be provided at the prepublication stage through the national coordinators to all agencies and organizations participating in the cruise.

(f) For the purposes of this article, programme participants are defined as individuals on the two cruises and their sponsoring agencies or organizations.

ARTICLE XIV

The Executing Authorities for the Joint Programme shall be:

(i) for the Government of Australia, the Australian Development Assistance Bureau;

(ii) for the Government of New Zealand, the Ministry of Foreign Affairs;

(iii) for the Government of the United States of America, the Office of Naval Research in relation to the operations of the R/V Kana Keoki cruise and the United States Geological Survey in relation to the operation of the R/V S.P. Lee cruise and related onshore work.

ARTICLE XV

(a) The cruises and related responsibilities under this Agreement may be suspended or terminated in the event of:

(i) the mechanical or electrical failure or loss of scientific equipment essential to the cruise;

(ii) acts of God, acts of public enemy, war, strikes, civil disturbances and other similar events; or

(iii) mutual consent of the Signatories.

(b) In the event of termination or suspension of performance the Signatories and CCOP/SOPAC shall consult and endeavour jointly to resolve any attendant difficulties.

ARTICLE XVI

(a) This Agreement shall enter into force on the date of signature and shall remain in force for three years.

(b) Amendments to this Agreement may be made at any time by an exchange of letters between the Signatories.

(c) Amendments to Annex B to this Agreement may be made at any time by mutual arrangement between the Joint Programme Coordinator and the national coordinators.

In witness whereof the undersigned, being duly authorised thereto by their respective Governments have signed this Agreement.

Done at Suva this twelfth day of March 1982.

[1]

For the Government of Australia

[2]

For the Government of New Zealand

[3]

For the Government of the United States of America

[1] R. J. Greet.
[2] M. J. Powles.
[3] F. J. Eckert.

ANNEX A

London, England

February 2, 1982

High Commissioner of Australia
to Fiji
High Commissioner of New Zealand to Fiji
The Ambassador of the United States
of America to Fiji

Acting at the request of the governments of The Cook Islands, Fiji, Kiribati, Papua New Guinea, Solomon Islands, The Kingdom of Tonga, Vanuatu and Western Samoa I have the honour to refer to discussions with the governments of Australia, New Zealand and The United States of America governing the implementation of a Joint Programme of Marine Geoscientific Research and Mineral Resource Studies endorsed by the member governments of CCOP/SOPAC at their tenth meeting at Vila in October 1981.

In accordance with those discussions CCOP/SOPAC is prepared to participate in the Joint Programme as follows:

1. The CCOP/SOPAC Technical Secretariat will liaise closely with the governments of Australia, New Zealand and the United States of America (the Contributing Governments) with respect to the provision by CCOP/SOPAC of administrative support and coordination for the Joint Programme. In particular CCOP/SOPAC will act as a channel for the Contributing Governments to secure from interested Pacific Island governments:

   (a) Logistic assistance and other related cooperation; and

   (b) Data and other scientific material that would assist research teams and planners in their investigations.

2. CCOP/SOPAC will be responsible for the costs of travel and per diem expenses for travel within the region of Pacific Island representatives and CCOP/SOPAC personnel participating in the Joint Programme.

3. In order to promote maximum realization of the agreed objectives of the Joint Programme CCOP/SOPAC will explore every avenue of making an appropriate contribution towards sea-time cruise costs for the research vessels.

4. CCOP/SOPAC will designate a Joint Programme Coordinator who will ensure appropriate administrative support and facilitate the execution of the Joint Programme.

5. CCOP/SOPAC may nominate one of the two co-chief scientists for each cruise leg or the full cruise duration, at its discretion, from available qualified scientific resources within CCOP/SOPAC, the interested Pacific Island countries and the Contributing Governments.

6. Any financial contributions to the Joint Programme by CCOP/SOPAC, an intergovernmental entity operating under the auspices of the Economic and Social Commission for Asia and The Pacific (ESCAP), will be met from funds made available by the United Nations Development Programme (UNDP) under project RAS/79/074 and RAS/81/107, the use of these funds being governed by United Nations rules and regulations.

7. In the event of termination or suspension of performance of arrangements for the Joint Programme CCOP/SOPAC will consult with the Contributing Governments and endeavour jointly to resolve any attendant difficulties.

I avail myself of this opportunity to renew to Your Excellencies the assurance of my highest consideration.

Yours sincerely,

Alexander MacFarlane
Chairman of CCOP/SOPAC
February 2, 1982
LONDON

ANNEX B

SCIENTIFIC AND TECHNICAL ANNEX FOR THE AGREEMENT RELATING TO THE CONDUCT OF A JOINT PROGRAMME OF GEOSCIENTIFIC RESEARCH AND MINERAL RESOURCE STUDIES OF THE SOUTH PACIFIC REGION

A. R/V KANA KEOKI SOPAC CRUISE

Overview:

Within the available resources a cruise has been defined consisting of three legs of minimum 17 days each which will investigate problems of regional tectonic and structural relations and provide a framework within which regional resource potentials can be evaluated. Resources for support of this work and for the subsequent analysis and publication of the data are being supplied by the Office of Naval Research through the University of Hawaii and by the Governments of Australia and New Zealand and CCOP/SOPAC. It is envisaged a total of 9 CCOP/SOPAC, 5 Australian, 2 New Zealand and 11 United States scientists with supporting technicians will participate in the cruise.

During the cruise the R.V. Kana Keoki will operate normal underway geophysical systems except when on station. These systems include:

1. 3.5 kHz echo sounding (12 kHz available);
2. continuous seismic reflection profiling - single channel;

3. gravity;
4. magnetic field intensity;
5. satellite navigation, Omega, Loran C;
6. digital data logging.

On station sampling systems include:

1. piston cores;
2. dredges.

Individual legs of the cruise will make use of additional systems for heat flow studies and bottom photography.

The SEAMARC system is highly desirable for all legs of the cruise but is presently uncertain as to delivery date. Every effort will be made to ensure its availability, but this can not be guaranteed at present.

Pre- and post-cruise meetings will be scheduled to carry out detailed planning and staffing, and to ensure appropriate coordination of sample and data analyses at the various laboratories.

LEG 1 INVESTIGATION OF THE NORTHERN MELANESIAN BORDERLAND

General Regional Problems:

1. What is the nature and the history of the marginal zone extending from the Vitiaz Trench to the Tonga Trench?
2. What is the nature of the Vitiaz Trench?

3. Is there a triple junction between the northern Lau Basin and the Fiji Plateau?
4. What is the nature of the volcanic edifices along the borderland? Hot spot, island arc, or other?
5. What sort of local and regional basin structures exist?

Cruise Objectives:

An examination of the northern Melanesian Borderland between the east end of the Vitiaz Trench and Pasco Bank in order to constrain existing models of regional development and to test models for the origin of the seamounts and atolls which comprise the margin.

Attention will be given to the age and composition of these latter features, the structure of the border region, and the examination of the possible triple junction. An assessment of the area will be made with a view to potential for metallogenesis and hydrocarbons.

Investigative Areas:

1. Geomorphology;
2. Seafloor structure;
3. Sedimentology;
4. Igneous petrology;
5. Geochemistry;
6. Geochronology.

Schedule:

Pago Pago, American Samoa to Suva, Fiji;

Mid February to early March;

2 in-port days;

17 sea days.

Staffing:

Co-Chief Scientist - UH Tom Brocher;

Co-Chief Scientist - CCOP/SOPAC Richard Holmes;
Mineral Resources Department,
Fiji.

LEG 2 METALLOGENESIS AND TECTONICS OF THE FIJI PLATEAU

General Regional Problems:

1. Structure and location of the triple junction;
2. Existence of hydrothermal deposits and metalliferous sediments;
3. Nature of the northwest arm of the spreading system.

Cruise Objectives:

To identify the triple junction and define its structure and using underway geophysics, bottom photography, water temperature measurements, coring and dredging to identify and sample zones of hydrothermal activity along the active rift. To examine the existence and distribution of metalliferous deposits originating from these active zones.

Investigative Areas:

1. Geomorphology;
2. Structure:

3. Sedimentology;
4. Igneous Petrology;
5. Geochemistry;
6. Existence and distribution of hydrothermal sources.

Schedule:

Suva, Fiji to Port Vila, Vanuatu;
Early March to early April;
2 in-port days;
17 sea days.

Staffing:

Co-Chief Scientist - UH Loren Kroenke;
Co-Chief Scientist - CCOP/SOPAC Jim Eade, NZOI, New Zealand.

LEG 3 WOODLARK BASIN - SOLOMON ISLANDS

General Regional Problems:

1. Importance of oceanic crust and sediment in the petrogenesis of the Solomons;
2. Petrochemistry of active submarine volcanoes in the area;
3. Relation between the thermal structure of the subducting ridge and the geothermal regime of the forearc and back arc basins;
4. Morphologic/tectonic character and history of the ridge-trench triple junction;
5. Potential levels of hydrocarbons maturation, metallogenesis and mineralization in the Solomons.

Cruise Objectives:

A marine geophysical and petrochemical study of the eastern Woodlark Basin, Central Solomon Trough and Solomon forearc region. The thermal regime of the trench, triple junction, forearc and Central Solomon Trough are key to regional evolution and hydrocarbon maturation. The morphotectonic fabric of the triple junction will be examined. The petrochemistry of the active volcanoes and of the materials currently being subducted at the Solomon Trench will be studied. Potential for metallogenesis on the rift zone will be investigated.

Investigative Areas:

1. Geomorphology;
2. Seafloor structure;
3. Sedimentology;
4. Igneous petrology;
5. Thermal regimes.

Schedule:

Port Vila, Vanuatu to Ponape, Caroline Islands;
Early April to late April;
2 in-port days;
20 sea days.

Staffing:

Co-Chief Scientist - UH Brian Taylor;
Co-Chief Scientist - CCOP/SOPAC Neville Exon, BMR, Australia.

B. R/V LEE SOPAC CRUISE

Overview:

A 3-leg cruise consisting of 20 days per leg (including inter-area transit and unforeseen loss time) for a total of 60 days plus 6 port days has been defined for the Southwest Pacific CCOP/SOPAC region. This survey will be undertaken to assess the hydrocarbon potential and geological hazards in the offshore areas of Tonga, Vanuatu and the Solomon Islands. Contemporaneous onshore hydrocarbon source rock studies will also take place and will be correlated with the offshore investigations. Financial support for this programme, including collection, processing and interpretation of data and publication of the results will be from the U.S. Geological Survey, U.S. AID, the Governments of Australia and New Zealand and CCOP/SOPAC. It is envisaged a total of 9 CCOP/SOPAC, 3 Australian, 3 New Zealand and 9 United States scientists with supporting technicians will participate on the cruise.

Pre- and post-cruise meetings will be scheduled to carry out detailed planning and staffing, and to ensure appropriate coordination of sample and data analysis at the various laboratories.

General Problems:

Resource Potential:

Location of structural and stratigraphic traps;
Buried reef identification;
Gas detection;

Geological hazards assessment;
Correlation of onshore geology with seismic stratigraphy;
Onshore hydrocarbon source rocks and reservoir rocks.

Objectives:

Determine and describe hydrocarbon potential for Tonga, Vanuatu and Solomon Islands; onshore work will include Fiji.

Investigative Techniques and Instruments:

Geophysical:

Multi-channel (24 channel) seismic reflection profiles;
Intermediate penetration single-channel seismic reflection profiles;
High-resolution seismic reflection (Uniboom) profiles;
High-resolution 3.5 kHz bathymetric profiling system;
Digital side-scan sonar seafloor mapping profiles;
Proton-precession magnetometer or gradio-meter profiles;
Stable platform gravity-meter profile;
Portable hand-held drill (if necessary).

Geological:

Dredge samples;
Core samples (both offshore and onshore);
Miscellaneous seafloor samples;
Underwater photographs;

Underwater TV systems;

Onboard organic geochemistry analysis;

Rock evaluation and total organic-carbon analysis.

Navigational:

Integrated satellite location system;

Sonar doppler positioning system;

Radar;

Loran.

Schedule:

Pre-survey transit:

Pago Pago, American Samoa to Nuku'alofa, Tonga;

2-3 days transit time;

2 days port time.

Leg 1 Nuku'alofa, Tonga to Vila, Vanuatu;

2 days port time in Nuku'alofa;

Survey work on southern Tonga platform;

4 days transit time to Vila with collection of single-channel seismic data.

Leg 2 Vila, Vanuatu to Honiara, Solomon Islands;

2 days port time in Vila;

Survey work in north and south Aoba, Big Bay, Banks and Torres-Santa Cruz Basins;

3 days transit time with collection of some multi-channel and single seismic reflection data.

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Leg 3 Honiara, Solomon Islands to Kieta, Bougainville;
2 days port time in Honiara;
Survey work in Central Solomon Trough;
Half-day stopover in Kieta.

Post Cruise transit:
Kieta, Bougainville to Rabaul;
2 days transit time.

Onshore Survey:
4-6 weeks in Solomon Islands, Vanuatu, Fiji and Tonga in 1982;
Similar length visit in 1983 (if required).

Staffing:

Leg 1
- USGS Co-Chief Scientist - David Scholl;
- CCOP/SOPAC Co-Chief Scientist - Representative from CCOP/SOPAC Technical Secretariat

Leg 2
- USGS Co-Chief Scientist - Gary Greene;
- CCOP/SOPAC Co-Chief Scientist - David Falvey, University of Sydney, Australia.

Leg 3
- USGS Co-Chief Scientist - Jack Vedder;
- CCOP/SOPAC Co-Chief Scientist - Representative from CCOP/SOPAC Technical Secretariat.

Onshore survey - Peter A. Scholle - USGS Co-ordinator.

Desirable scientific discipline of cruise participants, in order of priority:

a. Marine geophysicist with experience in collection, processing and interpretation of multi-channel seismic reflection data. Should have good grasp on regional tectonic problems and deep structural framework;

b. Marine geophysicist with experience in collection, processing, and interpretation of single-channel seismic-reflection profiles. Should have good grasp on assessing geological hazards;

c. Marine geophysicists with experience in collection, processing and interpretation of magnetics and gravity;

d. Organic geochemist with experience in assessing types of hydrocarbon gasses collected with seafloor corers;

e. Sedimentologist and/or petrologist.

MEXICO

Narcotic Drugs: Additional Cooperative Arrangements to Curb Illegal Traffic

Agreement amending the agreement of June 2, 1977, as amended and extended.
Effected by exchange of letters
Signed at Mexico March 15 and 17, 1982;
Entered into force March 17, 1982.

The American Minister-Counselor to the Mexican Attorney General

EMBASSY OF THE
UNITED STATES OF AMERICA

March 15, 1982

His Excellency
Lic. Oscar Flores
Attorney General of the Republic
E. C. Lazaro Cardenas No. 9
Mexico 1, D.F.

Dear Mr. Attorney General:

In confirmation of recent conversations between officials of our two governments relating to the cooperation between Mexico and the United States to curb the illegal traffic in narcotics, I am pleased to advise you that the Government of the United States, represented by the Embassy of the United States of America, is willing to enter into additional cooperative arrangements with the Government of Mexico, represented by the Office of the Attorney General, and increase by U.S. $1,870,000 the funding provided under the agreement effected by our exchange of letters dated June 2, 1977, as amended thirteen times thereafter. [1] This increase in funding of the Aviation Maintenance Project No. 312801-0103 is from the U.S. Fiscal Year 1982. It is further understood that the purpose of these funds is for opium poppy eradication and narcotics interdiction.

The Government of the United States, therefore, agrees to delete the phrase, "Twenty-eight million, five hundred and ninety-six thousand, two hundred and thirty-five dollars (U.S. $28,596,235)," in the second paragraph of our letter dated June 2, 1977, as previously amended, and substitute therefor the phrase "Thirty million, four hundred and sixty-six thousand, two hundred and thirty-five dollars (U.S. $30,466,235).

It is understood that the provisions of all previous agreements between the Government of the United States and the Government of Mexico in relation to the cooperative narcotics control effort of our two governments, except as herein expressly modified, remain in full force and effect and applicable to this agreement.

[1] TIAS 8952, 9251, 9637, 9695, 9749, 9933, 9963, 10249, 10285, 10310, 10336; 29 UST 2483; 30 UST 1285; UST 4760, 5913; 32 UST 992, 4157, 4525; 33 UST 3694, 4096, 4423; ante, p. 35.

If the foregoing is acceptable to the Government of Mexico, this letter and your reply shall constitute an agreement between our two governments.

I take this opportunity to reiterate to you the assurance of my highest consideration and personal esteem.

John A. Ferch
Minister-Counselor

The Mexican Attorney General to the American Ambassador

FORMA C.G.-1 A

PROCURADURIA GENERAL
DE LA
REPUBLICA

México, D.F., marzo 17 de 1982.

EXCELENTISIMO SEÑOR
JOHN GAVIN,
EMBAJADOR EXTRAORDINARIO Y
PLENIPOTENCIARIO DE LOS ESTADOS
UNIDOS DE AMERICA,
Presente.

Me es grato dar respuesta a su atenta comunicación fechada el 17 de los corrientes, cuyo texto traducido al español es el siguiente:

"Confirmando recientes conversaciones entre funcionarios de nuestros dos gobiernos, relativas a la cooperación entre México y los Estados Unidos para frenar el tráfico ilegal de estupefacientes, me complace comunicarle que el Gobierno de los Estados Unidos, representado por la Embajada de los Estados Unidos de América, está dispuesto a entrar en arreglos cooperativos adicionales con el Gobierno de México, representado por la Procuraduría General de la República, y aumentar por U.S. $1,870,000 los fondos proporcionados de nuestra carta fechada 2 de junio de 1977, a su vez enmendada en trece ocasiones posteriormente. Este incremento de fondos para el Proyecto Mantenimiento de Aviación, número 312801-0103, proviene de fondos del año fiscal (U.S.) 1982. Además, se tiene por entendido que el propósito de estos fondos es para la destrucción de amapola de opio y la interceptación de estupefacientes.

El Gobierno de los Estados Unidos, por lo tanto, está de acuerdo en suprimir la frase, "Veintiocho Millones, Quinientos Noventa y Seis Mil, Doscientos Treinta y Cinco Dólares (U.S. $28,596,235)," en el segundo párrafo de nuestra carta de fecha 2 de junio de 1977, como previamente enmendada, y substituir la frase, "Treinta Millones, Cuatrocientos Sesenta y Seis Mil, doscientos Treinta y Cinco Dólares (U.S. $30,466,235)."

TON

Se tiene por entendido que las disposiciones de todos los convenios previos entre el Gobierno de los Estados Unidos y el Gobierno de México, en relación con los esfuerzos que los dos gobiernos para el control de estupefacientes, excepto como expresamente se modifica aquí, permanecen en pleno vigor y efecto y serán aplicables en este acuerdo.

Si lo antedicho es aceptable al Gobierno de México, esta carta y su contestación constituirán un convenio entre nuestros dos gobiernos.

Aprovecho esta oportunidad para reiterar a usted las seguridades de mi más alta consideración y estima personal."

Deseo expresar a usted que el Gobierno de México está de acuerdo en los términos de la nota transcrita.

Aprovecho la ocasión para externar a su Excelencia la seguridad de mi más elevada consideración.

SUFRAGIO EFECTIVO. NO REELECCION.
EL PROCURADOR GENERAL DE LA REPUBLICA.

LIC. OSCAR FLORES.

TRANSLATION

United Mexican States

Office of the Attorney General

His Excellency
John Gavin
Ambassador Extraordinary and Plenipotentiary
of the United States of America
Mexico, D.F.

Mexico, D.F., March 17, 1982

Mr. Ambassador:

I am pleased to reply to your letter of March 17 which, translated into Spanish, reads as follows:

[For the English language text, see pp. 351-352.]

I wish to inform you that the Government of Mexico concurs in the terms of the transcribed letter.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

Oscar Flores

Oscar Flores
Attorney General of the Republic

MOROCCO

Agricultural Commodities

Agreement signed at Rabat January 19, 1982;
Entered into force January 19, 1982.

AGREEMENT BETWEEN THE
GOVERNMENT OF THE UNITED STATES OF AMERICA AND
THE GOVERNMENT OF THE KINGDOM OF MOROCCO
FOR THE SALE OF AGRICULTURAL COMMODITIES
UNDER THE PUBLIC LAW 480 TITLE I [1] PROGRAM

The Government of the United States of America and the Government of Morocco agree to the sale of agricultural commodities specified below. This Agreement shall consist of the Preamble and Parts I and III of the Agreement signed May 17, 1976, [2] together with the following Part II:

Part II. Particular Provisions:

I. Commodity Table:

Commodity	Supply Period (U.S. Fiscal Year)	Quantity (Metric Tons)	Market Value (Millions $)
Wheat	1982	170,000	30.0
Total		170,000	30.0

II. Payment Terms: Convertible Local Currency Credit:

(A) Initial Payment - None.

(B) Currency use payment - None.

(C) Number of installment payments - Twenty (20).

(D) Payments - Approximately equal annual installments.

(E) Due date of first installment payment - Five (5) years after the date of last delivery of commodities in each calendar year.

(F) Initial interest rate - Three (3) percent.

(G) Continuing interest rate - Four (4) percent.

III. Usual Marketing Table:

Commodity	Import Period (U.S. Fiscal Year)	Usual Marketing Requirements (Metric Tons)
Wheat	1982	1,170,000

[1] 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*
[2] TIAS 8309; 27 UST 2301.

IV. Export Limitations:

(A) The export limitation period shall be U.S. fiscal year 1982, or any subsequent U.S. fiscal year during which commodities financed under this agreement are being imported or utilized.

(B) For the purposes of Part I, Article III (A)(4) of this agreement, the commodities which may not be exported are:
For wheat -- wheat, wheat flour, rolled wheat, semolina, farina, or bulgur (or the same product under a different name).

V. Self-Help Measures:

(A) The Government of Morocco agrees to undertake self-help measures to improve the production, storage, and distribution of agricultural commodities. The following self-help measures shall be implemented to contribute directly to development progress in poor rural areas and enable the poor to participate in increasing agricultural production through small agriculture.

(B) The Government of Morocco agrees to undertake the following activities and in doing so to provide adequate financial, technical and managerial resources for their implementation.

1. Food Security

a. Develop and implement procedures for accurate identification and documentation of commodity loss and damage at discharge ports, so claims can be made on a timely basis.

b. Support programs to increase grain storage capacity.

c. Improve the monitoring and estimation of crop production by supporting expansion and implementation of the remote sensing for agricultural area sampling project. In support of this project, funds should be provided for local travel, maps, aerial photography as required, office and storage space, and training and salary expenses for area frame technicians, field enumerators and clerical support.

[1] Not printed.

2. Barley

Improve the resistance and yield of certain strains of barley in Morocco, including the initiation of field trials, and seed production plots utilizing the results of previous and ongoing research on a fairly widespread basis, principally in the southern provinces most seriously affected by the drought. These efforts will be supported with sufficient emphasis and resources to improve seed availability for a significant portion of the plantings in crop year 1982-83.

3. Forestry

Expand reforestation efforts of the Water and Forest Service of the Ministry of Agriculture to undertake up to 20,000 hectares of reforestation annually and to support these efforts with sufficient budget, personnel and equipment.

4. Agricultural Production

Undertake projects and programs within the rainfed agricultural sector which will increase meaningfully the local production of food staples essential to maintaining proper nutritional levels in the diet of the Moroccan populace. The activities to be funded in this regard with local currency proceeds accruing from sales of commodities financed under this agreement will be set forth in a Side Letter of Understanding signed by both parties, to be issued within 30 days from the date that this agreement is signed. [1] This Side Letter of Understanding will set forth specifically the activities to be financed, along with benchmark measurements of the attainments to be achieved by certain dates under each so that periodic reports can be submitted with progress in each activity measured in reference to such benchmarks.

VI. Economic Development Purposes for which Proceeds Accruing to Importing Country are to be Used:

(A) The proceeds accruing to Morocco from the sale of commodities financed under this agreement will be used for financing the self-help measures set forth in the agreement, and for the following development sectors: agricultural and rural development sectors, in a manner designed to increase the access of the poor in the recipient country to an adequate, nutritious, and stable food supply.

(B) In the use of proceeds for these purposes emphasis will be placed on directly improving the lives of the poorest of the recipient country's people and their capacity to participate in the development of their country.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present agreement.

DONE at Rabat, in duplicate, the 19th day of January, 1982. This agreement goes into effect on the date of signature.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

[1]

FOR THE GOVERNMENT OF THE KINGDOM OF MOROCCO

[2]

[SEAL]

[1] Joseph V. Reed, Jr.
[2] Abdellatif Jouahiri.

HUNGARIAN PEOPLE'S REPUBLIC

Scientific and Technical Cooperation in the Earth Sciences

Memorandum of understanding signed at Washington March 23, 1982;
Entered into force March 23, 1982.

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE GEOLOGICAL SURVEY

OF THE

DEPARTMENT OF THE INTERIOR OF THE UNITED STATES OF AMERICA

AND

THE CENTRAL OFFICE OF GEOLOGY OF THE

HUNGARIAN PEOPLE'S REPUBLIC

FOR

SCIENTIFIC AND TECHNICAL COOPERATION

IN THE EARTH SCIENCES

Article I. Scope and Objectives

The Geological Survey of the United States Department of the Interior (hereinafter referred to as the "USGS") and the Central Office of Geology of the Hungarian People's Republic (hereinafter referred to as "COG"), hereby agree to pursue scientific and technical cooperation in the earth sciences in accordance with this Memorandum of Understanding (hereinafter referred to as "Memorandum"), which establishes the procedures for cooperation.

This Memorandum is pursuant and subject to the Agreement between the Government of the United States of America and the Government of the Hungarian People's Republic on Cooperation in Culture, Education, Science and Technology, signed at Budapest on April 6, 1977, and any amendments thereto,[1] subject to the Program of Cooperation and Exchanges between the Government of the United States of America and the Government of the Hungarian People's Republic in Culture, Education, Science and

[1] TIAS 9259, 9652, 10307; 30 UST 1502; 31 UST 5009; 33 UST 4387.

Technology for the years 1982 and 1983 (signed at Washington on December 4, 1981 Article II(4)), and subject to the laws and regulations in each country.

The purpose of the cooperation is to exchange scientific and technical knowledge and to augment scientific and technical capabilities of both the USGS and COG (hereinafter sometimes referred to as the "Parties") in the areas of earth resources and geological phenomena.

Article II. Cooperative Activities

Cooperative activities under this Memorandum may consist of exchanges of technical information, joint studies of mutual interest, and exchange visits of individuals sponsored by either Party in research projects of mutual interest within the scope of regular programs of the Parties and other forms of cooperative activities as are mutually agreed.

Specific areas of cooperation under this Memorandum may include, but are not limited to, such areas of mutual interest as acquisition, interpretation, and evaluation of geological data; application of geophysical and geochemical techniques for the exploration of minerals; the development and use of computer systems for the study of mineral resources and development of geochemical laboratory facilities; and application of satellite techniques and other remote sensors for cartography, geological mapping, tectonic analysis and the identification of mineral deposits.

Article III. Financing

The activities carried out under this Memorandum will be subject to and dependent upon the funds and manpower available to the Parties. For exchange visits of scientists not covered by specific annexes executed pursuant to Article VI of this Memorandum, each Party will pay its own

expenses. For exchange visits of scientists covered by specific annexes, the USGS will pay for Hungarian specialists prevailing U.S. Government per diem rates equivalent to the amount permissible for USGS personnel, to cover lodging and meal expenses; the COG will provide for American specialists appropriate free accommodation and for visits not exceeding one month (up to 30 days), a daily allowance up to 450 Ft; for visits exceeding one month, a stipend of 9,000 Ft.

Article IV. Planning and Review of Activities

Upon execution of this Memorandum, the Parties will designate Representatives who will plan the initial program and subsequently review the activities annually at times mutually agreed by the Parties, prepare progress reports as required by the Parties and make plans for future activities.

Article V. Disclaimer

Information transmitted by one Party to the other Party under this Memorandum shall be accurate to the best knowledge and belief of the transmitting Party, but the transmitting Party does not warrant the suitability of the information transmitted for any particular use of application by the receiving Party or by any third party.

Article VI. Annexes

The specifics of any activity agreed upon within the terms of this Memorandum, including, as appropriate, details concerning financial arrangements and the allocation and protection of intellectual property rights, shall be confirmed in writing between the Parties. Activities

planned pursuant to Article IV shall be described in annexes to this Memorandum which shall set forth a work plan, staffing requirements, cost estimates, funding sources, and any other undertakings, obligations, or conditions not included in this Memorandum. In the case of any inconsistency between the terms of this Memorandum and the terms of an annex hereto, the terms of this Memorandum shall be controlling.

The COG may, with the consent of the USGS, delegate to other organizations of the Hungarian People's Republic the authority to enter into annexes under this Memorandum it being understood that such organization shall be bound by the terms of this Memorandum.

Article VII. Limitation of Liability

Neither Party will assert a claim against the other for damages arising from activities under this Memorandum. With respect to third parties, each Party to this Memorandum will accept liability, to the extent authorized by its national laws for damages arising only from its own conduct or that of its employees under this Memorandum.

Article VIII. Entry into Force and Termination

This Memorandum shall enter into force upon signature by both Parties and remain in force until December 31, 1983. It may be extended or amended by the written agreement of the Parties.

This Memorandum may be terminated by either Party upon 90 days written notice to the other Party.

The termination of this Memorandum shall not affect the validity or duration of projects under this Memorandum which are initiated prior to such termination.

Done at Washington on March 23, 1982 in duplicate both texts being equally authentic.

Geological Survey of the
Department of the Interior
of the United States of America

By: [signature]

Name: Dallas L. Peck

Title: Director

Date: March 23, 1982

Central Office of Geology of the
Hungarian People's Republic

By: [signature]

Name: Jozsef Fulop

Title: President

Date: March 23, 1982

CANADA

Boundary Waters: St. Lawrence Seaway Tariff of Tolls

Agreement amending and supplementing the agreement of March 9, 1959, as amended and supplemented.
Effected by exchange of notes
Signed at Washington March 18, 1982;
Entered into force March 18, 1982.

The Secretary of State to the Canadian Ambassador

MARCH 18, 1982

EXCELLENCY:

I have the honor to refer to the exchange of Notes between Canada and the United States of America signed in Ottawa on March 9, 1959, as amended in 1964, 1967, 1972, 1978, and 1980,[1] with an annexed Memorandum concerning tolls to be charged for the use of the navigational facilities administered by The St. Lawrence Seaway Authority in Canada and the Saint Lawrence Seaway Development Corporation in the United States, and to recent discussions which have taken place between officials of those agencies concerning such tolls.

These discussions resulted on November 25, 1981, at Washington, D.C. in the signature by the Administrator of the Saint Lawrence Seaway Development Corporation and on November 30, 1981, at Ottawa in the signature by the President of The St. Lawrence Seaway Authority, of the annexed Memorandum of Agreement which would amend a Memorandum of Agreement between those parties dated January 29, 1959, as previously amended, by modifying, effective with the opening of the 1982 navigation season, the tariff of tolls annexed thereto.

I have the honor to propose that this Note, and the annexed Memorandum of Agreement, if such meet with the approval of your Government, together with your Note in reply indicating such concurrence, shall constitute an Agreement between our two Governments effective on the date of your reply.

Upon entry into force, this Agreement shall amend and supplement the Agreement governing tolls on the St. Lawrence Seaway effected by the Exchange of Notes of March 9, 1959, as previously amended.

Accept, Excellency, the renewed assurance of my highest consideration.

For the Secretary of State:

WALTER J. STOESSEL, JR.

Enclosure:

Memorandum of Agreement between The St. Lawrence Seaway Authority and the St. Lawrence Seaway Development Corporation

His Excellency
ALLAN E. GOTLIEB,
Ambassador of Canada.

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[1] TIAS 4192, 5117, 5608, 6236, 7408, 9003, 9883; 10 UST 323; 13 UST 1763; 15 UST 1390; 18 UST 321; 23 UST 1304; 29 UST 3165; 32 UST 2893.

MEMORANDUM OF AGREEMENT between The St. Lawrence Seaway Authority, hereinafter referred to as "Authority" and the Saint Lawrence Seaway Development Corporation, hereinafter referred to as "Corporation", respecting the Memorandum of Agreement between the parties dated January 29, 1959, as amended, hereinafter referred to as the "Agreement" and the St. Lawrence Seaway Tariff of Tolls.

The Authority and the Corporation, recognizing their mutual need for additional revenues to satisfy their respective financial requirements, have agreed to recommend to their respective governments the following modifications to the Agreement:

1. THAT the Tariff of Tolls for the St. Lawrence Seaway annexed hereto be substituted, effective with the opening of the 1982 navigation season, for the Tariff of Tolls presently annexed to the Agreement. The Tariff of Tolls presently annexed was substituted by the exchange of notes dated March 20, 1978 which confirmed an agreement dated March 1, 1978 and was amended by the exchange of notes dated October 7, 1980 which confirmed an agreement dated October 25, 1979.

2. THAT the terms and conditions of the Agreement as previously amended, except as herein modified, shall continue to remain in full force and effect.

FOR THE SAINT LAWRENCE SEAWAY DEVELOPMENT CORPORATION:

D. W. OBERLIN

D. W. Oberlin,
Administrator

Executed at Washington, D.C. this 25th day of November, 1981.

FOR THE ST. LAWRENCE SEAWAY AUTHORITY:

W. A. O'NEIL

W. A. O'Neil,
President

Executed at Ottawa, Ontario this 30th day of November, 1981.

ST. LAWRENCE SEAWAY TARIFF OF TOLLS

TITLE

1. This tariff may be cited as the St. Lawrence Seaway Tariff of Tolls.

INTERPRETATION

2. In this tariff.

(a) "Authority" means The St. Lawrence Seaway Authority;

(b) "Bulk cargo" means such goods as are loose or in mass and generally must be shovelled, pumped, blown, scooped or forked in the handling and, without limiting the generality of the term or otherwise affecting its meaning, shall be deemed to include:

(i) cement, loose or in sacks;
(ii) coke and petroleum coke, loose or in sacks;
(iii) domestic package freight;
(iv) liquids carried in ships' tanks;
(v) ores and minerals (crude, screened, sized or concentrated, but not otherwise processed) loose or in sacks, including alumina, bauxite, coal, gravel, phosphate rock, sand, stone and sulphur;
(vi) pig iron, scrap metals;
(vii) pulpwood, poles and logs, loose or bundled;
(viii) raw sugar, flour, loose or in sacks;
(ix) woodpulp, loose or in bales;

(c) "Cargo" means all goods aboard a vessel whether carried as revenue or non-revenue freight, or carried for the vessel owner, *except:* empty containers and the tare weight of loaded containers, all such containers having a capacity of 18 cubic meters (635.665 cubic feet) or more; ships' fuel, ballast or stores, or crew or passengers' personal effects, and intransit cargo that is carried both upbound and downbound in the course of the same voyage which shall be reported in the Seaway Transit Declaration Form but is deemed to be ballast and not subject to toll assessment;

(d) "Containerized cargo" means any general cargo shipped in an enclosed, permanent, reusable, nondisposable, weathertight shipping conveyance having a capacity of 18 cubic meters (635.665 cubic feet) or more and fitted with a minimum of one hinged door;

(e) "Corporation" means the Saint Lawrence Seaway Development Corporation;

(f) "Domestic package freight" means cargo, the shipment of which originates at one Canadian point and terminates at another Canadian point, or which originates at one United States point and terminates at another United States point, but shall

not include any import or export cargo designated at the point of origin for transshipment by water at a point in Canada or in the United States;

(g) "Feed grains" means barley, corn, oats, flaxseed, rapeseed, soybeans and other oilseeds, grain screenings, and mill feed containing not more than 35% ingredients other than grain or grain products;

(h) "Food grains" means buckwheat, dried beans, dried peas, rye, and wheat;

(i) "General cargo" means all goods not included in the definitions under paragraphs (b), (g), (h), and (j);

(j) "Government aid cargo" means processed food products which have been donated by or the purchase of which has been financed on concessional terms by the Federal government of either the United States or Canada for the purposes of nutrition, economic development, emergency, or disaster relief programs;

(k) "Metric ton" means, unless otherwise stated, a metric unit of weight of 1,000 kilograms (2204.62 pounds);

(l) "Passenger" means any person being transported through the Seaway who has paid a fare for passage;

(m) "Pleasure craft" means a vessel, however propelled, that is used exclusively for pleasure and does not carry passengers;

(n) "St. Lawrence Seaway" includes all facilities and services authorized under the St. Lawrence Seaway Authority Act, Chapter 242, Revised Statutes of Canada, 1952, as amended, and under Public Law 358, 83rd Congress, May 13, 1984,[1] enacted by the Congress of the United States, as amended, and including the Welland Canal, which facilities are under the control and administration or immediate financial responsibility of either the Authority or the Corporation;

(o) "Seaway" means the St. Lawrence Seaway;

(p) "Tolls" means the total assessment levied against a vessel, its cargo and passengers for complete or partial transit of the Seaway covering a single trip in one direction;

(q) "Vessel" means every type of craft used as a means of transportation on water, except a vessel of or employed by the Authority or the Corporation.

TOLLS

3. (1) The tolls shall be as set forth in the Schedule hereto, and the toll level reached in 1983 shall remain in effect thereafter until modified.

(2) The tolls under this tariff are due from the representative of each vessel as soon as they are incurred, and upon demand of either the Authority or the Corporation payment shall be made within fourteen days of the date of such demand.

[1] 68 Stat. 92; 33 U.S.C. § 981 *et seq.*

(3) The tolls for the section between Montreal and Lake Ontario shall be paid 71 percent in Canadian dollars and 29 percent in United States dollars. Payments for transit through locks in Canada only shall be in Canadian dollars, and payments for transit through locks in the United States only shall be in United States dollars.

(4) The tolls for transit of the Welland Canal shall be paid in Canadian dollars and shall accrue to the Authority.

SECURITY FOR PAYMENT

4. A representative of each vessel shall provide the Authority or the Corporation with security, satisfactory to the Authority or the Corporation, for payment of tolls.

DESCRIPTION AND WEIGHT OF CARGO

5. (1) A cord of pulpwood shall be deemed to weigh 1,450 kilograms (3196.70 pounds).

(2) (a) 1,000 f.b.m. of sawn softwood lumber with less than 15% moisture content shall be deemed to weigh 770 kilograms (1697.56 pounds).

(b) 1,000 f.b.m. of sawn softwood lumber with 15% moisture content or over shall be deemed to weigh 950 kilograms (2094.39 pounds).

(c) 1,000 f.b.m. of sawn hardwood lumber with less than 15% moisture content shall be deemed to weigh 1,135 kilograms (2502.24 pounds).

(d) 1,000 f.b.m. of sawn hardwood lumber with 15% moisture content or over shall be deemed to weigh 1,405 kilograms (3097.49 pounds).

(3) The tonnage used in the assessment of tolls shall be calculated to the nearest 1,000 kilograms (2204.62 pounds).

POST-CLEARANCE DATE OPERATIONAL SURCHARGES

6. If the Authority and the Corporation so determine, they may establish a clearance date for the transit of the Montreal-Lake Ontario section. Each vessel which does not comply with the conditions announced by the Authority and the Corporation in establishing the clearance date may be required to pay in dollars an operational surcharge as follows:

(a) Vessels reporting during the 24 hour period immediately following the clearance date: 20,000.00

(b) Vessels reporting more than 24 hours late, but less than 48 hours after the clearance date: 40,000.00

(c) Vessels reporting more than 48 hours late, but less than 72 hours after the clearance date: 60,000.00

(d) Vessels reporting more than 72 hours late, but less than 96 hours after the clearance date: 80,000.00

The operational surcharge assessed vessels already at a port, dock or wharf within the St. Lambert-Iroquois Lock segment of the Montreal-Lake Ontario section at the clearance date shall be $20,000 less than the amount otherwise applicable.

Each vessel which reports more than 96 hours after the clearance date may transit only if a prior written agreement authorizing such transit has been entered into among the owner or agent of the vessel and the Authority and the Corporation. Such agreement may provide for additional operational surcharges.

Assessed operational surcharges will be prorated on a per lock basis. Surcharges representing transit through United States locks will be for the account of the Corporation and payable in United States funds and surcharges representing transit through Canadian locks will be for the account of the Authority and will be payable in Canadian funds.

Schedule

	Tolls			
	Montreal to or from Lake Ontario		Lake Ontario to or from Lake Erie (Welland Canal)	
	1982	1983	1982	1983
1. For transit of the Seaway, a composite toll, comprising:				
(1) a charge in dollars per gross registered ton, according to national registry of the vessel, applicable whether the vessel is wholly or partially laden, or is in ballast. (All vessels shall have an option to calculate gross registered tonnage according to prescribed rules for measurement in either Canada or the United States.)	0.075	0.08	0.07	0.07
(2) a charge in dollars per metric ton of cargo as certified on ship's manifest or other document, as follows:				
—bulk cargo	0.79	0.85	0.31	0.31
—general cargo	1.91	2.06	0.50	0.50
—containerized cargo	0.79	0.85	0.31	0.31
—government aid cargo	0.48	0.52	0.31	0.31
—food grains	0.48	0.52	0.31	0.31
—feed grains	0.48	0.52	0.31	0.31
(3) a charge in dollars per passenger per lock	1.00	1.00	1.00	1.00
(4) a charge in dollars per lock for complete or partial transit of the Welland Canal in either direction by cargo or passenger vessels, which may be shared by vessels in tandem:				
(i) loaded: per lock	N/A	N/A	150.00	250.00
(ii) in ballast: per lock	N/A	N/A	75.00	187.50

Schedule—Continued

	Tolls			
	Montreal to or from Lake Ontario		Lake Ontario to or from Lake Erie (Welland Canal)	
	1982	1983	1982	1983
2. For partial transit of the Seaway:				
(1) between Montreal and Lake Ontario, in either direction 15 percent per lock of the applicable toll under 1(1) and (2) above.				
(2) between Lake Ontario and Lake Erie, in either direction, (Welland Canal), 13 percent per lock of the applicable toll under 1(1) and (2) above, plus charges applicable as per (3) and (4) above.				
3. Minimum charge in dollars per vessel per lock transited for full or partial transit of the Seaway:				
—pleasure craft	5.00	5.00	5.00	5.00
—other vessels	10.00	10.00	10.00	10.00

The Canadian Ambassador to the Secretary of State

Canadian Embassy Ambassade du Canada

WASHINGTON, March 18, 1982.

NOTE NO. 148

Sir,

I have the honour to refer to your Note of March 18, 1982 referring to recent discussions between officials of The St. Lawrence Seaway Authority in Canada and the Saint Lawrence Seaway Development Corporation in the United States concerning the tolls to be charged for the use of the navigation facilities administered by them, which resulted in the signature by the two Seaway entities on November 30, 1981, of a Memorandum of Agreement, annexed to your Note, which would amend the Memorandum of Agreement between those parties dated January 29, 1959, as previously amended, by modifying, effective with the opening of the 1982 navigation season, the tariff of tolls annexed thereto.

I have the honour to inform you that the proposals outlined in your Note are acceptable to the Government of Canada and to confirm that your Note, together with the attached Memorandum of Agreement, and this reply, which is authentic in English and French, shall constitute an Agreement between our two Governments, which shall enter into force on the date of this Note.

Accept, Sir, the renewed assurances of my highest consideration.

Ambassador

Allan Gotlieb[1]

The Honourable Alexander M. Haig, Jr.,
Secretary of State,
Washington, D. C. 20520.

[1] Allan Gotlieb.

French Text of the Canadian Note

Canadian Embassy Ambassade du Canada

WASHINGTON, D.C.
le 18 mars 1982

n° 148

Monsieur le Secrétaire d'Etat,

J'ai l'honneur de me reporter à votre Note, en date du 18 mars 1982, concernant les discussions qui ont eu lieu récemment entre les représentants de l'Administration de la Voie maritime du Saint-Laurent au Canada et de la Saint Lawrence Seaway Development Corporation aux Etats-Unis sur les droits de péage à exiger pour l'utilisation des installations de navigation qu'exploitent ces deux organismes qui, suite auxdites discussions, ont signé, le 30 novembre 1981, le Mémorandum d'accord annexé à votre Note et visant à modifier le Mémorandum d'accord signé par les mêmes parties le 29 janvier 1959, tel que modifié antérieurement, en changeant le tarif ci-annexé de péages à compter de l'ouverture de la saison de navigation de 1982.

J'ai l'honneur de vous informer que le Gouvernement du Canada accepte les propositions

L'honorable Alexander M. Haig, Jr.
Secrétaire d'Etat
Washington, D.C. 20520

formulées dans votre Note précitée et de vous confirmer que votre Note, ainsi que le Mémorandum d'accord qui y est annexé, et la présente réponse, dont les versions française et anglaise font également foi, constituent un Accord entre nos deux Gouvernements, qui entrera en vigueur à compter de la date de la présente Note.

Veuillez agréer, Monsieur le Secrétaire d'Etat, les assurances renouvelées de ma très haute considération.

l'Ambassadeur,

INDIA

Trade in Textiles and Textile Products

Agreements amending the agreement of December 30, 1977, as amended.
Effected by exchange of letters
Signed at Washington March 16 and 18, 1982;
Entered into force March 18, 1982.
And exchange of letters
Signed at Washington March 18 and 19, 1982;
Entered into force March 19, 1982.
And exchange of letters
Signed at Washington March 23 and 26, 1982;
Entered into force March 26, 1982.
And exchange of letters
Signed at Washington March 31 and April 7, 1982;
Entered into force April 7, 1982.

76-477 O - 88 - 13

The Acting Deputy Assistant Secretary of State for Trade and Commercial Affairs to the Indian Minister for Commerce and Supply

DEPARTMENT OF STATE

Washington, D.C. 20520

March 16, 1982

Mr. Nareshwar Dayal
Minister (Commerce and Supply)
Embassy of India
2107 Massachusetts Avenue, N.W.
Washington, D.C. 20008

Dear Mr. Dayal:

I am writing to you with regard to the Agreement between the United States and India relating to Trade in Cotton, Wool and Man-Made Fiber Textiles and Textile Products, with annexes, effected by exchange of notes on December 30, 1977, as amended,[1] ("the Agreement"), and to your letter of March 2, 1982[2] concerning exports from India to the United States of products classified in textile Category 342.

On behalf of my Government, I would like to propose that the consultation level for the Agreement Year ending December 31, 1982 for Category 342 be increased as follows:

Category	Current Level (SYE)	Adjusted Level (SYE)
342	700,000	1,500,000

If this proposal is acceptable to your Government, this letter and your letter of confirmation on behalf of your Government shall constitute an amendment to the Agreement.

Sincerely,

William H. Edgar

William H. Edgar
Acting Deputy Assistant Secretary
Trade and Commercial Affairs
Bureau of Economic and
Business Affairs

[1] TIAS 9036, 9232, 10143; 29 UST 3677; 30 UST 983; 33 UST 1763.
[2] Not printed.

The Indian Minister for Commerce and Supply to the Acting Deputy Assistant Secretary of State for Trade and Commercial Affairs

N. Dayal
Minister(Commerce & Supply)

EMBASSY OF INDIA
COMMERCE WING
2536 MASSACHUSETTS AVE., N.W.
WASHINGTON, D.C. 20008
TELEPHONE: 265-5200

No. COM/105/2/82 March 18,1982

Mr. William H. Edgar,
Acting Deputy Assistant Secretary,
Trade and Commercial Affairs,
Bureau of Economic and Business Affairs,
Department of State,
Washington D.C.20520

Dear Mr. Edgar,

I am writing with reference to your letter of March 16,1982 proposing that the consultation level for category 342 in the Indo-US Textile Agreement be increased for the Agreement Year 1982 as follows:-

Category

342 (Cotton skirts) - from 700,000 SYE to 1.5 million SYE

On behalf of my Government I have the honour to accept this proposal. Your letter and my response would constitute an amendment of the Indo-US Textile Agreement.

Yours sincerely,

(N. Dayal)

The Acting Deputy Assistant Secretary of State for Trade and Commercial Affairs to the Indian Minister for Commerce and Supply

DEPARTMENT OF STATE
Washington, D.C. 20520

March 18, 1982

Mr. Nareshwar Dayal
Minister (Commerce and Supply)
Embassy of India
2107 Massachusetts Avenue, N.W.
Washington, D.C. 20008

Dear Mr. Dayal:

I am writing to you with regard to the Agreement between the United States and India relating to Trade in Cotton, Wool and Man-Made Fiber Textiles and Textile Products, with annexes, effected by exchange of notes on December 30, 1977, as amended, ("the Agreement"), and to your letter of February 9, 1982 [1] concerning exports from India to the United States of products classified in textile categories 335 and 641.

On behalf of my Government, I would like to propose that the consultation levels for the Agreement Year ending December 31, 1982 for categories 335 and 641 be increased as follows:

Category	Current Level (SYE)	Adjusted Level (SYE)
335	700,000	1,200,000
641	700,000	1,500,000

If this proposal is acceptable to your Government, this letter and your letter of confirmation on behalf of your Government shall constitute an amendment to the Agreement.

Sincerely,

William H. Edgar

William H. Edgar
Acting Deputy Assistant Secretary
Trade and Commercial Affairs
Bureau of Economic and
Business Affairs

[1] Not printed.

The Indian Minister for Commerce and Supply to the Acting Deputy Assistant Secretary of State for Trade and Commercial Affairs

N. Dayal
Minister(Commerce & Commerce)

EMBASSY OF INDIA
COMMERCE WING
2536 MASSACHUSETTS AVE., N.W.
WASHINGTON, D.C. 20008
TELEPHONE: 265-5200

No. COM/105/2/82

March 19,1982

Mr. William H. Edgar,
Acting Deputy Assistant Secretary,
Trade and Commercial Affairs,
Bureau of Economic and Business Affairs,
Department of State,
Washington D.C.20520

Dear Mr. Edgar,

I am writing with reference to your letter of March 18, 1982 proposing that the consultation levels for categories 335 and 641 in the Indo-US Textile Agreement be increased for the Agreement year 1982 as follows:-

Category	Current Level (SYE)	Adjusted Level (SYE)
335	700,000	1,200,000
641	700,000	1,500,000

On behalf of my Government,I have the honour to accept this proposal without prejudice to our request for increase made in our letter dated February 9,1982. Your letter and my response would constitute an amendment of the Indo-US Textile Agreement.

Yours sincerely,

Naresh Dayal

(N. Dayal)

The Acting Deputy Assistant Secretary of State for Trade and Commercial Affairs to the Indian Minister for Commerce and Supply

DEPARTMENT OF STATE

Washington, D.C. 20520

March 23, 1982

Mr. Nareshwar Dayal
Minister (Commerce and Supply)
Embassy of India
2107 Massachusetts Avenue, N.W.
Washington, D.C. 20008

Dear Mr. Dayal:

I am writing to you with regard to the Agreement between the United States and India relating to Trade in Cotton, Wool and Man-Made Fiber Textiles and Textile Products, with annexes, effected by exchange of notes on December 30, 1977, as amended, ("the Agreement"), and to our conversations concerning exports from India to the United States of products classified in textile category 331.

On behalf of my Government, I would like to propose that the consultation level for the Agreement Year ending December 31, 1982 for category 331 be increased from 700,000 sye to 1,000,000 sye.

If this proposal is acceptable to your Government, this letter and your letter of confirmation on behalf of your Government shall constitute an amendment to the Agreement.

Sincerely,

William H. Edgar

William H. Edgar
Acting Deputy Assistant Secretary
Trade and Commercial Affairs
Bureau of Economic and
Business Affairs

The Indian Minister for Commerce and Supply to the Acting Deputy Assistant Secretary of State for Trade and Commercial Affairs

Nareshwar Dayal
Minister (C&S)

EMBASSY OF INDIA
COMMERCE WING
2536 MASSACHUSETTS AVE., N.W.
WASHINGTON, D.C. 20008
TELEPHONE: 265-5200

No.COM/105/2/82

March 26, 1982.

Mr. William H. Edgar,
Acting Deputy Assistant Secretary,
Trade and Commercial Affairs,
Bureau of Economic and Business Affairs,
Department of State,
Washington D.C.20520

Dear Mr. Edgar,

I am writing with reference to your letter of March 23, 1982 proposing that the consultation level for category 331 in the Indo-US Textile Agreement be increased for the Agreement year 1982 as follows:-

Category	Current level (SYE)	Adjusted level (SYE)
331	700,000	1,000,000

On behalf of my Government, I have the honour to accept this proposal without prejudice to our request for increase made in our letter dated February 22, 1982.[1] Your letter and my response would constitute an amendment of the Indo-US Textile Agreement.

Yours sincerely,

Nareshwar Dayal

(Nareshwar Dayal)

[1] Not printed.

The Acting Deputy Assistant Secretary of State for Trade and Commercial Affairs to the Indian Minister for Commerce and Supply

DEPARTMENT OF STATE

Washington, D.C. 20520

March 31, 1982

Mr. Nareshwar Dayal
Minister (Commerce and Supply)
Embassy of India
2107 Massachusetts Avenue, N.W.
Washington, D.C. 20008

Dear Mr. Dayal:

I am writing to you with regard to the Agreement between the United States and India relating to Trade in Cotton, Wool and Man-Made Fiber Textiles and Textile Products, with annexes, effected by exchange of notes on December 30, 1977, as amended, ("the Agreement"), and to our conversations concerning exports from India to the United States of products classified in textile categories 351 and 359.

On behalf of my Government, I would like to propose that the consultation levels for the Agreement Year ending December 31, 1982 for categories 351 and 359 be increased as follows:

Category	Current Level (SYE)	Adjusted Level (SYE)
351	700,000	1,000,000
359	700,000	2,000,000

If this proposal is acceptable to your Government, this letter and your letter of confirmation on behalf of your Government shall constitute an amendment to the Agreement.

Sincerely,

Teresita C. Schaffer

Teresita C. Schaffer, Acting
Deputy Assistant Secretary for
Trade and Commercial Affairs
Bureau of Economic and
Business Affairs

The Indian Minister for Commerce and Supply to the Acting Deputy Assistant Secretary of State for Trade and Commercial Affairs

N. Dayal
Minister(Commerce & Supply)

EMBASSY OF INDIA
COMMERCE WING
2536 MASSACHUSETTS AVE., N.W.
WASHINGTON, D.C. 20008
TELEPHONE: 265-5200

NO. COM/105/2/82 April 7, 1982

Ms. Teresita C. Schaffer,
Acting Deputy Assistant Secretary
for Trade and Commercial Affairs,
Bureau of Economic and Business Affairs,
Department of State,
Washington D.C.20520

Dear Ms. Schaffer,

I am writing with reference to your letter of March 31,1982 proposing that the consultation levels for categories 351 and 359 in the Indo-US Textile Agreement be increased for the Agreement year 1982 as follows:-

Category	Current level (SYE)	Adjusted Level (SYE)
351	700,000	1,000,000
359	700,000	2,000,000

On behalf of my Government, I have the honour to accept this proposal without prejudice to our request for increasesmade in our letter dated March 4,1982.[1] Your letter and my response would constitute an amendment to the Indo-US Textile Agreement.

Yours sincerely,

Narish Dayal
(N.Dayal)

[1] Not printed.

AUSTRALIA

Trade: Antitrust Matters

Agreement signed at Washington June 29, 1982;
Entered into force June 29, 1982.

AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED
STATES OF AMERICA AND THE GOVERNMENT OF AUSTRALIA
RELATING TO COOPERATION ON ANTITRUST MATTERS

The Government of the United States of America and the Government of Australia,

Recognizing that conflicts have arisen between the interests reflected in United States antitrust laws and policies and those reflected in Australian laws and policies, and that such conflicts may arise in the future;

Recognizing the need for such conflicts to be resolved with mutual respect for each other's sovereignty and with due regard for considerations of comity;

Considering that intergovernmental consultations may facilitate the resolution of such conflicts;

Desiring to establish an appropriate bilateral framework for conducting consultations; and

Considering that, in the absence of conflicts, cooperation between the Governments of the United States and Australia is desirable in the enforcement of antitrust laws,

Have agreed as follows:

ARTICLE 1

Notification

1. When the Government of Australia has adopted a policy that it considers may have antitrust implications for the United States, the Government of Australia may notify the Government of the United States of that policy. If practicable, such a notification shall be given before implementation of the policy by persons or enterprises.

2. When the Department of Justice or Federal Trade Commission of the United States decides to undertake an antitrust investigation that may have implications for Australian laws, policies or national interests, the Government of the United States shall notify the Government of Australia of the investigation.

3. A notification under paragraph 2 of this Article shall be effected promptly and, to the fullest extent possible under the circumstances of the particular case, prior to the convening of a grand jury or issuance of any civil investigative demand, subpoena or other compulsory process.

4. The content of a notification made pursuant to paragraph 1 or 2 of this Article shall be sufficiently detailed to permit the notified Government to determine whether the matter may have implications for its laws, policies or national interests.

5. Notifications undertaken in accordance with paragraphs 1 and 2 of this Article shall be transmitted through diplomatic channels.

ARTICLE 2

Consultations

1. When it appears to the Government of Australia through notification pursuant to paragraph 2 of Article 1 that the Department of Justice or Federal Trade Commission of the United States has commenced, or is likely to commence, an antitrust investigation or legal proceeding that may have implications for Australian laws, policies or national interests, the Government of Australia shall communicate its concerns and may request consultations with the Government of the United States. The Government of the United States shall participate in such consultations.

2. When it appears to the Government of the United States through notification pursuant to paragraph 1 of Article 1 that a policy of the Government of Australia may have significant antitrust implications under United States law, the Government of the United States shall communicate its concerns and may request consultations with the Government of Australia. The Government of Australia shall participate in such consultations.

3. Either Party may seek consultations with respect to potential conflicts which come to its attention other than by notification.

4. Both Parties during consultations shall seek to identify any respect in which:

(a) implementation of the Australian policy has or might have implications for the United States in relation to the enforcement of its antitrust laws; and

(b) the antitrust enforcement action by the Department of Justice or the Federal Trade Commission of the United States has or might have implications for Australian laws, policies or national interests.

5. Both Parties during consultations shall seek earnestly to avoid a possible conflict between their respective laws, policies and national interests and for that purpose to give due regard to each other's sovereignty and to considerations of comity.

6. In particular, in seeking to avoid conflict:

(a) the Government of Australia shall give the fullest consideration to modifying any aspect of the policy which has or might have implications for the United States in relation to the enforcement of its antitrust laws. In this regard, consideration shall be given to any harm that may be caused by the implementation or continuation of the Australian policy to the interests protected by the United States antitrust laws; and

(b) the Department of Justice or the Federal Trade Commission of the United States, as the case may be, shall give the fullest consideration to modifying or discontinuing its existing antitrust investigation or proceedings, or to modifying or refraining

from contemplated antitrust investigations or proceedings. In this regard, consideration shall be given to the interests of Australia with respect to the conduct to which the proceedings, or contemplated proceedings, relate, or would relate, including, without limitation, Australia's interests in circumstances where that conduct:

(1) was undertaken for the purpose of obtaining a permission or approval required under Australian law for the exportation from Australia of Australian natural resources or goods manufactured or produced in Australia;

(2) was undertaken by an Australian authority, being an authority established by law in Australia, in the discharge of its functions in relation to the exportation from Australia of Australian natural resources or goods manufactured or produced in Australia;

(3) related exclusively to the exportation from Australia to countries other than the United States, and otherwise than for the purpose of re-exportation to the United States, of Australian natural resources or goods manufactured or produced in Australia; or

(4) consisted of representations to, or discussions with, the Government of Australia or an Australian authority in relation to the formulation or implementation of a policy of the Government of Australia with respect to the exportation from Australia of Australian natural resources or goods manufactured or produced in Australia.

7. Each Party during consultations shall provide as detailed an account as possible, under the particular circumstances, of the basis and nature of its antitrust investigation or proceeding, or its national policy and its implementation, as the case may be.

ARTICLE 3

Confidentiality

Documents and information provided by either Party in the course of notification or consultations under this Agreement shall be treated confidentially by the receiving Party unless the providing Party consents to disclosure or disclosure is compelled by law. The Government of the United States shall not, without the consent of the Government of Australia, use information or documents provided by the Government of Australia in the course of notification or consultations under this Agreement as evidence in any judicial or administrative proceeding under United States antitrust laws. The Government of the United States shall not, however, be foreclosed from pursuing an investigation of any conduct which is the subject of notification or consultations, or from initiating a proceeding based on evidence obtained from sources other than the Government of Australia.

ARTICLE 4

Procedure After Consultations

1. When consultations have been held with respect to an Australian policy notified pursuant to paragraph 1 of Article 1, and the Department of Justice or the Federal Trade Commission of the United States, as the case may be, concludes that the implementation of that policy should not be a basis for action under United States antitrust laws, the Government of Australia may request a written memorialization of such conclusion and the basis for it. The Government of the United States shall, in the absence of circumstances making it inappropriate, provide such a written memorialization. Where a written memorialization has been provided, the Government of the United States shall expeditiously consider requests by persons or enterprises for a statement of enforcement intentions with respect to proposed private conduct in implementation of the Australian policy, in accordance with the Department of Justice's Business Review Procedure or the Federal Trade Commission's Advisory Opinion Procedure, as may be appropriate in the case.

2. If, through consultations pursuant to this Agreement, no means for avoiding a conflict between the laws, policies or national interests of the two Parties has been developed, each Party shall be free to protect its interests as it deems necessary.

ARTICLE 5

Cooperation In Antitrust Enforcement

1. When a proposed investigation or enforcement action under the antitrust laws of one nation does not adversely affect the laws, policies or national interests of the other, each Party shall cooperate with the other in regard to that investigation or action, including through the provision of information and administrative and judicial assistance to the extent permitted by applicable national law.

2. The mere seeking by legal process of information or documents located in its territory shall not in itself be regarded by either Party as affecting adversely its significant national interests, or as constituting a basis for applying measures to prohibit the transmission of such information or documents to the authorities of the other Party, provided that in the case of United States legal process prior notice has been given of its issuance. Each Party shall, to the fullest extent possible under the circumstances of the particular case, provide notice to the other before taking action to prevent compliance with such legal process.

ARTICLE 6

Private Antitrust Suits In United States Courts

When it appears to the Government of Australia that private antitrust proceedings are pending in a United States court relating to conduct, or conduct pursuant to a policy of the Government of Australia, that has been the subject of notification and consultations under this Agreement, the Government of Australia may request the

Government of the United States to participate in the litigation. The Government of the United States shall in the event of such request report to the court on the substance and outcome of the consultations.

ARTICLE 7

Entry Into Force

This Agreement shall enter into force upon signature by both Parties, and shall remain in force unless terminated upon six months notice given in writing by one of the Parties to the other.

IN WITNESS WHEREOF, the undersigned, duly authorized thereto by their respective Government, have signed this Agreement.

DONE, in duplicate, at Washington this twenty-ninth day of June, 1982.

FOR THE GOVERNMENT OF
THE UNITED STATES OF AMERICA:

William French Smith
Attorney General

FOR THE GOVERNMENT OF
AUSTRALIA:

Peter Durack
Attorney General

By direction of the Federal
Trade Commission:

James C. Miller, III
Chairman

JAPAN

Whaling: International Observer Scheme

Agreement extending the agreement of May 2, 1975, as extended.
Effected by exchange of notes
Signed at Tokyo March 30, 1982;
Entered into force March 30, 1982.

The American Ambassador to the Japanese Minister of Foreign Affairs

No. 206 Tokyo, March 30, 1982

Excellency,

I have the honor to refer to the Agreement between the United States of America and Japan concerning an International Observer Scheme for Whaling Operations from Land Stations in the North Pacific Ocean, signed at Tokyo on May 2, 1975.[1] I have the honor to propose on behalf of the Government of the United States of America that the provisions of the Agreement shall be applied, in accordance with the laws and regulations of the respective countries, until March 31, 1984.

I have further the honor to propose that if the foregoing proposal is acceptable to the Government of Japan, the present Note and Your Excellency's Note in reply indicating such acceptance shall be regarded as constituting

His Excellency

Yoshio Sakurauchi,

Minister for Foreign Affairs

of Japan.

[1] TIAS 8088, 9765; 26 UST 1009; 32 UST 1160.

an agreement between the two Governments, which will enter into force on the date of Your Excellency's reply.

Accept, Excellency, the renewed assurances of my highest consideration.

Michael J. Mansfield

Michael J. Mansfield
Ambassador Extraordinary
and Plenipotentiary of
the United States of America

The Japanese Minister of Foreign Affairs to the American Ambassador

する光栄を有します。

本大臣は、更に、アメリカ合衆国政府の前記の提案が日本国政府にとつて受諾し得るものであることを確認するとともに、閣下の書簡及びこの返簡が両政府間の合意を構成するものとみなし、その合意がこの返簡の日付の日に効力を生ずるものとすることに同意する光栄を有します。

本大臣は、以上を申し進めるに際し、ここに重ねて閣下に向かつて敬意を表します。

千九百八十二年三月三十日に東京で

日本国外務大臣

アメリカ合衆国特命全権大使

マイケル・J・マンスフィールド閣下

書簡をもつて啓上いたします。本大臣は、本日付けの閣下の次の書簡を受領したことを確認する光栄を有します。

本使は、千九百七十五年五月二日に東京で署名された北太平洋における鯨体処理場による捕鯨のための国際監視員制度に関するアメリカ合衆国と日本国との間の協定に言及する光栄を有します。本使は、同協定の規定が、それぞれ自国の法令に従い、千九百八十四年三月三十一日まで適用されるものとすることをアメリカ合衆国政府に代わつて提案する光栄を有します。

本使は、更に、前記の提案が日本国政府にとつて受諾し得るものであるときは、この書簡及び受諾を表明される閣下の返簡が両政府間の合意を構成するものとみなし、その合意が閣下の返簡の日付の日に効力を生ずるものとすることを提案

TRANSLATION

Tokyo, March 30, 1982

Excellency,

I have the honor to acknowledge receipt of Your Excellency's note of today's date, which reads as follows:

[For the English language text, see pp. 400–401.]

I also have the honor to confirm that the foregoing proposal of the Government of the United States of America is acceptable to the Government of Japan and to agree that Your Excellency's note and this note shall constitute an agreement between the two Governments, which will enter into force on the date of this reply.

Accept, Excellency, the renewed assurances of my highest consideration.

Yoshio Sakurauchi

Yoshio Sakurauchi
Minister of Foreign Affairs
for Japan

His Excellency
Mr. Michael J. Mansfield,
Ambassador Extraordinary
and Plenipotentiary
of the United States of America.

MULTILATERAL

North Atlantic Treaty Organization: Status of Forces in the Federal Republic of Germany

Agreement amending the protocol of signature to the agreement of August 3, 1959, as amended.
Signed at Bonn May 18, 1981;
Entered into force August 8, 1982;
Effective April 1, 1974.

Vereinbarung
zur Änderung des Unterzeichnungsprotokolls
zum Zusatzabkommen vom 3. August 1959
zu dem Abkommen zwischen den Parteien des Nordatlantikvertrages
über die Rechtsstellung ihrer Truppen hinsichtlich der in der
Bundesrepublik Deutschland stationierten ausländischen Truppen
in der durch das Abkommen vom 21. Oktober 1971 geänderten Fassung

Agreement
to amend the Protocol of Signature to the Agreement of 3 August 1959 [1]
to Supplement the Agreement between the Parties to the North Atlantic Treaty
regarding the Status of their Forces with respect to Foreign Forces
stationed in the Federal Republic of Germany
as amended by the Agreement of 21 October 1971 [2]

Accord
modifiant le Protocole de Signature à l'Accord du 3 août 1959
complétant la Convention entre les Etats Parties au Traité de l'Atlantique Nord
sur le Statut de leurs Forces, en ce qui concerne les Forces étrangères
stationnées en République fédérale d'Allemagne,
modifié par l'Accord du 21 octobre 1971

Das Königreich Belgien,
die Bundesrepublik Deutschland,
die Französische Republik,
Kanada,
das Königreich der Niederlande,
das Vereinigte Königreich Großbritannien und Nordirland
und
die Vereinigten Staaten von Amerika,

in Anbetracht dessen,

daß aufgrund des Artikels 56 Absatz 9 des Zusatzabkommens in der Fassung des Abkommens vom 21. Oktober 1971 die für die zivilen Bediensteten bei der Bundeswehr maßgebenden Vorschriften des deutschen Rechts über die Personalvertretung für die Betriebsvertretung der zivilen Arbeitskräfte bei einer Truppe und einem zivilen Gefolge gelten, soweit in dem Unterzeichnungsprotokoll zu Artikel 56 des Zusatzabkommens nicht etwas anderes bestimmt ist,

daß die für die zivilen Bediensteten bei der Bundeswehr maßgebenden Vorschriften des deutschen Rechts über die Personalvertretung zum Zeitpunkt des Inkrafttretens des Zusatzabkommens in dem Personalvertretungsgesetz vom 5. August 1955 enthalten waren,

The Kingdom of Belgium,
the Federal Republic of Germany,
the French Republic,
Canada,
the Kingdom of the Netherlands,
the United Kingdom of Great Britain and Northern Ireland
and
the United States of America,

considering

that by virtue of Article 56, paragraph 9, of the Supplementary Agreement, as amended by the Agreement of 21 October 1971, the provisions of German law concerning personnel representation as applicable to the civilian employees of the German Armed Forces shall apply to the employees' representation of civilian labour of a force or of a civilian component unless otherwise provided in the Protocol of Signature re Article 56 of the Supplementary Agreement,

that at the time of the entry into force of the Supplementary Agreement the provisions of German law concerning personnel representation as applicable to the civilian employees of the German Armed Forces were contained in the Personnel Representation Law (Personalvertretungsgesetz) of 5 August 1955,

Le Royaume de Belgique,
la République fédérale d'Allemagne,
la République française,
le Canada,
le Royaume des Pays-Bas,
le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord
et
les Etats-Unis d'Amérique,

considérant

qu'en vertu des dispositions du paragraphe 9 de l'article 56 de l'Accord Complémentaire, modifié par l'Accord du 21 octobre 1971, la législation allemande en matière de représentation du personnel applicable aux employés civils des Forces armées allemandes s'applique à la représentation du personnel appartenant à la main-d'œuvre civile d'une force et d'un élément civil, sauf dans la mesure où il en est disposé autrement dans le Protocole de Signature ad article 56 de l'Accord Complémentaire,

que la législation allemande en matière de représentation du personnel applicable aux employés civils des Forces armées allemandes était comprise dans la Loi sur la Représentation du Personnel (Personalvertretungsgesetz) du 5 août 1955 à la date d'entrée en vigueur de l'Accord Complémentaire,

[1] TIAS 5351; 14 UST 631.
[2] TIAS 7759; 24 UST 2355.

daß an die Stelle des Personalvertretungsgesetzes vom 5. August 1955 mit Wirkung vom 1. April 1974 das Bundespersonalvertretungsgesetz vom 15. März 1974 getreten ist,

daß die Strafvorschriften des Personalvertretungsgesetzes betreffend die unbefugte Offenbarung von Geheimnissen durch § 203 Absatz 2 Nummer 3 und durch § 353 b Absatz 1 Nummer 3 des Strafgesetzbuches ersetzt worden sind,

sind wie folgt übereingekommen:

Artikel 1

Das Unterzeichnungsprotokoll zu Artikel 56 Absatz 9 des Zusatzabkommens zum NATO-Truppenstatut in der durch das Abkommen vom 21. Oktober 1971 geänderten Fassung wird mit Rückwirkung vom 1. April 1974 wie folgt geändert:

1. In Absatz 1 Satz 1 werden die Worte „des Personalvertretungsgesetzes vom 5. August 1955 (Bundesgesetzblatt Teil I Seite 477)" durch die Worte „des Bundespersonalvertretungsgesetzes vom 15. März 1974 (Bundesgesetzblatt Teil I Seite 693)" ersetzt.

2. In Absatz 2 wird das Wort „Stufenvertretungen" durch das Wort „Betriebsvertretungen" ersetzt.

3. Absatz 4 Satz 2 wird gestrichen.

4. In Absatz 5 Satz 1 sind nach dem Wort „Betriebsvertretung" die Worte „, dem Ausschuß nach § 93 des Gesetzes und der Einigungsstelle" einzufügen.

5. In Absatz 7 Satz 1 werden die Worte „mitzuteilen und mit ihr zu beraten" durch die Worte „zur Mitwirkung mitzuteilen" ersetzt.

6. In Absatz 10 werden die Worte „der Strafvorschriften des Gesetzes" durch die Worte „des § 203 Absatz 2 Nummer 3 und des § 353 b Absatz 1 Nummer 3 des Strafgesetzbuches" ersetzt.

Artikel 2

(1) Diese Vereinbarung bedarf der Ratifikation oder Genehmigung. Die Unterzeichnerstaaten hinterlegen die Ratifikations- oder Genehmigungsurkunden bei der Regierung der Vereinigten Staaten von Amerika; diese setzt jeden Unterzeichnerstaat über den Zeitpunkt der Hinterlegung in Kenntnis.

that the Personnel Representation Law of 5 August 1955 has been superseded with effect from 1 April 1974 by the Federal Personnel Representation Law (Bundespersonalvertretungsgesetz) of 15 March 1974,

that the penal provisions of the Personnel Representation Law concerning the unauthorized disclosure of secrets have been superseded by Article 203, paragraph 2, sub-paragraph 3, and Article 353 b, paragraph 1, sub-paragraph 3, of the Penal Code,

have agreed as follows:

Article 1

The Protocol of Signature re Article 56, paragraph 9, of the Supplementary Agreement to the NATO Status of Forces Agreement, as amended by the Agreement of 21 October 1971, shall be further amended as follows with retroactive effect from 1 April 1974:

1. In the first sentence of paragraph 1 the words "of the Personnel Representation Law (Personalvertretungsgesetz) of 5 August 1955 (Bundesgesetzblatt Teil I, page 477)" shall be replaced by the words "of the Federal Personnel Representation Law (Bundespersonalvertretungsgesetz) of 15 March 1974 (Bundesgesetzblatt Teil I, page 693)".

2. In paragraph 2 the words "of a works council above the local level (Stufenvertretung)" shall be replaced by the words "of a works council (Betriebsvertretung)".

3. The second sentence of paragraph 4 shall be deleted.

4. In the first sentence of paragraph 5 the words "to the committee referred to in Article 93 of the Law and to the conciliation committee" shall be inserted after the word "council".

5. In the first sentence of paragraph 7 the words "to submit to or discuss with the works council" shall be replaced by the words "to submit to the works council for its co-operation".

6. In paragraph 10 the words "the penal provisions of the Law" shall be replaced by the words "Article 203, paragraph 2, sub-paragraph 3, and Article 353 b, paragraph 1, sub-paragraph 3, of the Penal Code".

Article 2

1. This Agreement shall be subject to ratification or approval. The instruments of ratification or approval shall be deposited by the signatory States with the Government of the United States of America which shall notify each signatory State of the date on which the instruments are deposited.

que la Loi sur la Représentation du Personnel du 5 août 1955 a été remplacée, avec effet à partir du 1er avril 1974, par la Loi fédérale sur la représentation du personnel (Bundespersonalvertretungsgesetz) du 15 mars 1974,

que les dispositions pénales de la Loi sur la Représentation du Personnel relatives à la divulgation non autorisée de secrets ont été remplacées par l'alinéa 3 du paragraphe 2 de l'article 203 et par l'alinéa 3 du paragraphe 1 de l'article 353 b du Code pénal,

sont convenus de ce qui suit:

Article 1er

Le Protocole de Signature ad article 56, paragraphe 9, de l'Accord complétant la Convention OTAN sur le Statut des Forces, modifié par l'Accord du 21 octobre 1971, est modifié comme suit, avec effet rétroactif à partir du 1er avril 1974:

1. Dans la première phrase du paragraphe 1, les termes «de la Loi sur la Représentation du Personnel (Personalvertretungsgesetz) du 5 août 1955 (Bundesgesetzblatt 1955 Teil I, page 477)» sont remplacés par les termes «de la Loi fédérale sur la représentation du personnel (Bundespersonalvertretungsgesetz) du 15 mars 1974 (Bundesgesetzblatt 1974 Teil I, page 693)».

2. Au paragraphe 2, les termes «de la représentation du personnel à un niveau plus élevé qu'à l'échelon local» sont remplacés par les termes «des conseils d'entreprise».

3. La deuxième phrase du paragraphe 4 est supprimée.

4. Dans la première phrase du paragraphe 5, les termes «au comité visé à l'article 93 de la Loi et à la commission de conciliation» sont insérés après le terme «d'entreprise».

5. Dans la première phrase du paragraphe 7, les termes «et de discuter avec lui» sont remplacés par les termes «pour coopération».

6. Au paragraphe 10, les termes «des dispositions pénales de la Loi» sont remplacés par les termes «de l'alinéa 3 du paragraphe 2 de l'article 203 et de l'alinéa 3 du paragraphe 1 de l'article 353 b du Code pénal».

Article 2

1. Le présent Accord est sujet à ratification ou à approbation. Les instruments de ratification ou d'approbation seront déposés par les Etats signataires auprès du Gouvernement des Etats-Unis d'Amérique, qui notifiera la date de ces dépôts à chaque Etat signataire.

(2) Diese Vereinbarung tritt dreißig Tage nach Hinterlegung der letzten Ratifikations- oder Genehmigungsurkunde in Kraft.

2. This Agreement shall enter into force thirty days after the deposit of the last instrument of ratification or approval.

2. Le présent Accord entrera en vigueur trente jours après le dépôt du dernier instrument de ratification ou d'approbation.

Zu Urkund dessen haben die unterzeichneten, hierzu gehörig befugten Vertreter diese Vereinbarung unterschrieben.

In witness whereof, the undersigned Representatives duly authorized thereto have signed this Agreement.

En foi de quoi, les représentants soussignés, dûment autorisés à cet effet, ont apposé leurs signatures au bas du présent Accord.

Geschehen zu Bonn am achtzehnten Tage des Monats Mai 1981 in deutscher, englischer und französischer Sprache, wobei jeder Wortlaut gleichermaßen verbindlich ist, in einer Urschrift, die im Archiv der Regierung der Vereinigten Staaten von Amerika hinterlegt wird; diese übermittelt jedem Unterzeichnerstaat eine beglaubigte Abschrift.

Done at Bonn, this eighteenth day of May 1981, in the German, English and French languages, all three texts being equally authentic, in a single original, which shall be deposited in the archives of the Government of the United States of America, which shall transmit a certified true copy to each signatory State.

Fait à Bonn, le dix-huitième jour du mois de mai 1981, en langues allemande, anglaise et française, les trois textes faisant également foi, en un seul exemplaire qui sera déposé dans les archives du Gouvernement des Etats-Unis d'Amérique; ce dernier remettra une copie certifiée conforme à chacun des Etats signataires.

Für das Königreich Belgien
For the Kingdom of Belgium
Pour le Royaume de Belgique

[1]

Für die Bundesrepublik Deutschland
For the Federal Republic of Germany
Pour la République fédérale d'Allemagne

[2]

Für die Französische Republik
For the French Republic
Pour la République française

[3]

Für Kanada
For Canada
Pour le Canada

[4]

Für das Königreich der Niederlande
For the Kingdom of the Netherlands
Pour le Royaume des Pays-Bas

[5]

Für das Vereinigte Königreich Großbritannien und Nordirland
For the United Kingdom of Great Britain and Northern Ireland
Pour le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord

[6]

Für die Vereinigten Staaten von Amerika
For the United States of America
Pour les Etats-Unis d'Amérique

[7]

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[1] Theo De Dobbeleer.
[2] Günther van Well.
[3] J. P. Brunet.
[4] W. J. Collett.
[5] Diederic van Lynden.
[6] Jock Taylor.
[7] William M. Woessner.

THAILAND

Trade in Textiles and Textile Products

Agreement amending the agreement of October 4, 1978, as amended.
Effected by exchange of letters
Signed at Bangkok March 2 and 30, 1982;
Entered into force March 30, 1982.

The Thai Deputy Director-General, Department of Foreign Trade, Ministry of Commerce, to the American Economic Officer

No. 0304/ 375

Department of Foreign Trade
Ministry of Commerce
Bangkok

March 2, 1982

Mr. Gary D. De Vight
Economic Officer
Embassy of the United States of America
Bangkok

Dear Mr. De Vight

With reference to paragraph 4 of the Agreement between the United States of America and Thailand relating to trade in cotton, wool and man-made fibre textiles and textile products, with annexes effected by exchange of notes dated October 4, 1978, as amended.[1] We have been approached by textile exporters to obtain for them more flexibility for category 320. We would be very grateful if U.S. Government could raise the consultation level for the said category for 1982 from 8 million square yards to 11 million square yards.

We would very much appreciate in receiving reply on the request at your earliest convenience.

Yours sincerely,

O. Osatananda

(Mrs. Oranuj Osatananda)
Deputy Director-General

[1] TIAS 9215, 9462, 9643, 9717, 9937, 10153; 30 UST 718, 4360; 31 UST 4824; 32 UST 505, 4177; 33 UST 1911.

The American First Secretary to the Thai Deputy Director-General, Department of Foreign Trade, Ministry of Commerce

EMBASSY OF THE
UNITED STATES OF AMERICA
Bangkok, Thailand

March 30, 1982

Mrs. Oranuj Ostananda
Deputy Director-General
Department of Foreign Trade
Ministry of Commerce
Sanamchai Road
Bangkok 2

Dear Mrs. Oranuj:

I refer to paragraph 4 of the Agreement between the United States and Thailand relating to trade in cotton, wool and man-made fiber textiles and textile products, with annexes, effected by exchange of notes dated October 4, 1978, as amended ("The Agreement"), and to your letter of March 2, 1982 in which you request on behalf of the Royal Thai Government that the consultation level for Category 320 be increased to eleven million square yards for the 1982 agreement year.

I am pleased to inform you that my government agrees to this request, and that your letter and this reply thereto constitute an amendment to the Agreement.

Sincerely yours,

Gary D. De Vight
First Secretary

TIAS 10368

76-477 O - 88 - 14

BRAZIL

Trade in Textiles and Textile Products

Agreement effected by exchange of notes
Signed at Washington March 31, 1982;
Entered into force March 31, 1982.

The Secretary of State to the Brazilian Ambassador

DEPARTMENT OF STATE
WASHINGTON

March 31, 1982

Excellency:

I have the honor to refer to the Arrangement regarding International Trade in Textiles, with Annexes, done at Geneva on December 20, 1973, and extended by the Protocols adopted respectively on December 14, 1977 and December 22, 1981[1] at Geneva (hereinafter referred to as the Arrangement). I have also the honor to refer to discussions between representatives of the Government of the United States of America and the Government of the Federative Republic of Brazil held in Rio de Janeiro from February 15 to February 19, 1982, concerning exports of cotton and man-made fiber textiles and textile products from Brazil to the United States of America. As a result of those discussions and in conformity with Articles 4 and 6 of the Arrangement, I have the honor to propose the following Agreement relating to Trade in Cotton and Man-Made Fiber Textiles and Textile Products between the Government of the Federative Republic of Brazil and the Government of the United States of America.

1. The term of this Agreement shall be the three-year period from April 1, 1982 through March 31, 1985. Each "Agreement Period" shall be the twelve month period from April 1 to March 31, with the first Agreement Period commencing on April 1, 1982 and ending on March 31, 1983.

His Excellency

Antonio F. Azeredo da Silveira,

Brazilian Ambassador.

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[1] TIAS 7840, 8939, 10323; 25 UST 1001; 29 UST 2287; 33 UST 4533.

2. Textiles and textile products covered by this Agreement shall be classified in three groups, as follows:

Group	Definition
I	Yarn and fabric textile products of cotton (Categories 300-320).
II	Apparel, made-up goods, and miscellaneous textile products of cotton (Categories 330-369).
III	Man-made fiber textiles and textile products (Categories 600-669).

The determination of whether a textile or textile product is of cotton or man-made fiber shall be made in accordance with the terms of paragraph 11. The categories referred to in the above definitions of groups are summarized in Annex A.

3. (a) The system of categories and the rates of conversion into square yards equivalent listed in Annex A shall apply in implementing this Agreement.

(b) For purposes of this Agreement, and in recognition of the patterns of trade of the Federative Republic of Brazil

with the United States of America, the categories below are merged and treated as a single category, as indicated, with a designated consultation level as set out in Annex C.

Categories Merged	Designation in Agreement
300, 301	300/301

For purposes of computing charges to Aggregate, Group and Specific Limits for the categories cited above, rates of conversion for individual categories set out in Annex A shall be applied.

4. Commencing with the first Agreement Period and during the subsequent term of this Agreement, the Federative Republic of Brazil shall limit annual exports from Brazil to the United States of America of cotton and man-made fiber textiles and textile products to the Aggregate, Group and Specific Limits set out in Annex B, as such Limits may be adjusted in accordance with paragraphs 8, 9 and 10. The Limits set out in Annex B do not include any adjustments permitted under paragraphs 8, 9 and 10. The Aggregate, Group and Specific Limits shall be increased in the Second and Third Agreement Period by seven percent annually, as shown in Annex B.

5. (a) Within the Group Limits, exports of cotton textiles and textile products in individual categories without Specific Limits shall be subject to category consultation levels. Except as specified in Annex C, the annual consultation levels for cotton categories not given Specific Limits shall be 1,000,000 square yards equivalent for each non-apparel category and 700,000 square yards equivalent for each apparel category. Man-made fiber categories not specified in Annex C and not given Specific Limits shall be subject to the consultation mechanism specified in paragraph 6.

(b) In the event the Government of the Federative Republic of Brazil wishes to export to the United States of America textile products in excess of the applicable consultation levels, the Government of the Federative Republic of Brazil shall request the higher levels. The Government of the United States of America shall consider the request sympathetically. The Government of the United States of America shall respond promptly, and will meet in Washington, D.C. no later than 30 days following the date of the receipt of the Brazilian request and resolve the issue within 30 days following the date of the initial meeting. If the Government of the United States of America is unable to comply fully because of problems of market disruption, as defined in Annex A of the Arrangement, in the United States of America, in a category subject to such request, the Government of the United States of America will so inform

the Government of the Federative Republic of Brazil. The Government of the United States of America will supply data which form the basis of the position taken by the United States of America. Until a mutually satisfactory change in the consultation level of the category in question is established, shipments shall not exceed the existing consultation level.

6. (a) In the event that the Government of the United States of America believes that imports of man-made fiber textiles or textile products from the Federative Republic of Brazil, in any category or categories not covered by Specific Limits, Designated Consultation Levels or Minimum Consultation Levels are, due to market disruption, or the threat thereof, as defined in Annex A of the Arrangement, threatening the orderly development of trade between the two countries, the Government of the United States of America may request consultations with the Government of the Federative Republic of Brazil with a view to easing or avoiding such market disruption. The Government of the United States of America will provide the Government of the Federative Republic of Brazil, at the time of the request, with a statement of reasons for its request for consultations which, in the view of the Government of the United States, will demonstrate:

(1) the existence or the threat of market disruption as defined in Annex A of the Arrangement; and

(2) the role of exports from the Federative Republic of Brazil in that disruption.

(b) Consultations under this paragraph will not be requested for any category when imports from Brazil in such category are at annual levels less than 1,000,000 square yards equivalent for each category other than apparel and 700,000 square yards equivalent for each apparel category.

(c) The Government of the Federative Republic of Brazil agrees to consult with the Government of the United States of America within 30 days of receipt of the request for consultations. Both sides agree to make every effort to reach agreement on a mutually satisfactory resolution of the issue within 90 days of the receipt of the request, unless this period is extended by mutual agreement.

(d) During the 90 day period, the Government of the Federative Republic of Brazil agrees to hold its exports to the United States in the category or categories subject to these consultations to a level no greater than 35 percent of the amount entered, as reported in U.S. General Import statistics, during the first twelve of the most recent fourteen months preceding the month in which the request for consultations was made.

(e) If no mutually satisfactory solution is reached during these consultations, the Government of the United States may establish a Specific Limit for the category or categories concerned. The Specific Limit will not be less

than the amount of the imports concerned, as reported in U.S. General Import statistics, which was entered during the first twelve of the most recent fourteen months preceding the month in which the request for consultations was made, plus 20 percent for all man-made fiber product categories. The Specific Limit established by this sub-paragraph may be combined with the Limit established by sub-paragraph 6(d), at the discretion of the Government of the United States of America.

(f) A Specific Limit established under sub-paragraph 6(e) will be effective on the first day following the conclusion of the "consultation period". If a Specific Limit is established during an Agreement Period, the Specific Limit and any available swing will be prorated to correspond to the number of months remaining in the existing Agreement Period. Full carryforward will be available except in the last Agreement period as provided by paragraph 10. Carryover will not be available in the first Agreement Period following the request for consultations. For the second and each succeeding Agreement Period, the Specific Limit will be increased by 7 percent annual growth for all man-made fiber products.

(g) The Government of the United States of America may assist the Government of the Federative Republic of Brazil in implementing the provisions of this consultation mechanism. Exports in excess of authorized limits for any Period, if allowed entry into the United States, will be charged to the applicable limit for the succeeding Period.

7. (a) Exports from Brazil in excess of authorized limits in any Agreement Period may be denied entry into the United States. Any such shipments denied entry may be permitted entry into the United States in the succeeding Agreement Period and charged to the applicable limit in that Agreement Period.

(b) Exports from Brazil in excess of authorized limits in any Agreement Period will, if allowed entry into the United States during that Agreement Period, be charged to the applicable limit in the succeeding Agreement Period.

(c) Any action taken pursuant to sub-paragraph 7 (a) and 7 (b) above, will not prejudice the rights of either side regarding consultations.

8. During any Agreement Period and within the Aggregate Limit for such Agreement Period, the Group Limits set out in Annex B applicable to such Agreement Period may be exceeded by not more than 15 percent in the case of Group I, and by not more than 7 percent in the case of Group II (swing), provided that a corresponding reduction is made in the remaining Group Limits during the same Agreement Period.

9. During any Agreement Period, and within the Aggregate and applicable Group Limits for such Agreement Period, as they may be adjusted pursuant to paragraphs 8 and 10, the

Specific Limits set out in Annex B, and categories converted to Specific Limits pursuant to paragraph 6 (e), or any other categories converted to Specific Limits may be exceeded by not more than 10 percent if included in Group I and non-apparel categories included in Group III, and 7 percent if included in Group II and apparel categories included in Group III.

10. (a) In any Agreement Period, in addition to any adjustments pursuant to paragraphs 8 and 9, exports may exceed, by a maximum of 11 percent, the Aggregate Limit and any Group or Specific Limit by allocating to such limit for that Agreement Period an unused portion of the corresponding limit for the previous Agreement Period ("Carryover"), or a portion of the corresponding limit for the succeeding Agreement Period ("Carryforward") subject to the following conditions:

(b) Carryover may be utilized as available up to 11 percent of the receiving Agreement Period's applicable limit. No carryover shall be available for application during the first Agreement Period.

(c) Carryforward may be utilized up to 6 percent of the receiving Agreement Period's applicable limits.

(d) Carryforward used shall be charged against the immediately following Agreement Period's corresponding limits. No carryforward shall be available for application in the final Agreement Period.

(e) The combination of carryover and carryforward may not exceed 11 percent of the receiving Period's applicable limits in any Agreement Period.

(f) For purposes of this Agreement, a shortfall occurs when exports of textiles or textile products from Brazil to the United States of America during an Agreement Period are below the Aggregate Limit and any applicable Group Limit or Specific Limit. In the Agreement Period following the shortfall, such exports from Brazil to the United States of America may be permitted to exceed the Aggregate, Group and Specific Limits subject to the conditions of sub-paragraph 10 (a) by carryover of shortfalls in the following manner:

(i) Carryover to any Aggregate, Group or Specific Limit shall not exceed the amount of shortfall available in the Aggregate Limit, any applicable Group Limit or Specific Limit.

(ii) In the case of shortfall in a category subject to a Specific Limit, the shortfall shall be used in the category in which the shortfall occurred.

(iii) In the case of shortfall in a Group Limit, the carryover shall be used in the same Group in which the shortfall occurred.

(iv) The Aggregate Limit or any applicable Group or Specific Limit in which the shortfall occurred shall be decreased by the amount used to exceed the following Period's limit.

(g) The limits referred to in this paragraph are without any adjustment under this paragraph, or paragraphs 8 and 9. The total adjustment under this paragraph shall be in addition to adjustments to the limits permitted by paragraphs 8 and 9.

(h) The Government of the United States may apply adjustments under this paragraph to any Specific Limit whenever that adjustment appears appropriate to facilitate the flow of trade and the sound administration of the Agreement. To the extent that such adjustments are actually utilized, they will be implemented by means of carryover and carryforward, in that order. Any unused carryforward will be re-credited to the following period's limit. This procedure will not prejudice the outcome of any consultations that may be held between our Governments concerning the amounts of available carryover and carryforward.

11. (a) Tops, yarns, piece goods, made-up articles, garments, and other textile manufactured products, all being products which derive their chief characteristics from their textile components of cotton or man-made fibers, or

blends thereof, in which any or all of those fibers in combination represent either the chief value of the fibers, or 50 percent or more by weight of the products, are subject to this Agreement.

(b) For the purposes of this Agreement, textile products shall be classified as cotton or man-made fiber textiles if wholly or in chief value of any of these fibers. Any products covered by sub-paragraph 11 (a) but not in chief value of cotton or man-made fiber shall be classified as:

(i) Cotton textiles if containing 50 percent or more by weight of cotton, or if the cotton component exceeds by weight the wool and/or the man-made fiber component; and

(ii) Man-made fiber textiles if the foregoing does not apply and if wool equals less than 17 percent by weight.

12. In conformity with Article 8 of the Arrangement, the Government of the Federative Republic of Brazil and the Government of the United States of America shall cooperate to avoid circumvention of the Agreement. Any actions with a view to avoid circumvention shall comply with the provisions established in paragraph 14 of the Protocol of December 22, 1981 extending the MFA (Document - GATT L/5276).

13. Mutually satisfactory administrative arrangements or adjustments may be made to resolve minor problems arising in the implementation of this Agreement, including differences in points of procedure or operation.

14. (a) The Government of the United States of America shall promptly supply the Government of the Federative Republic of Brazil with data on monthly imports of cotton and man-made fiber textiles and textile products into the United States of America from Brazil.

(b) The Government of the Federative Republic of Brazil shall promptly supply the Government of the United States of America with data on monthly exports of cotton and man-made fiber textiles and textile products from Brazil to the United States of America.

(c) Each Government agrees to supply promptly any other available statistical data necessary to the implementation of this Agreement requested by the other Government.

15. The Government of the Federative Republic of Brazil shall use its best efforts to space exports from Brazil to the United States of America within each category evenly throughout each Agreement Period, taking into consideration normal seasonal factors.

16. If the Federative Republic of Brazil considers that, as a result of limitations specified in this Agreement, it is being placed in an inequitable position in relation to a third country, the Government of the Federative Republic of Brazil may request consultations with the Government of the United States of America with a view to taking appropriate remedial actions such as reasonable modification of this Agreement.

17. For the duration of this Agreement, the Government of the United States of America shall not invoke the procedures of Article 3 of the Arrangement to request restraint on the export of cotton and man-made fiber textiles and textile products from Brazil to the United States. The Government of the United States of America and the Government of the Federative Republic of Brazil reserve their rights under the Arrangement with respect to textiles and textile products not subject to this Agreement.

18. The Federative Republic of Brazil shall administer its export control system under this Agreement. The Government of the United States of America may assist the Federative Republic of Brazil in implementing the provisions of this Agreement by controlling imports of textiles and textile products covered by this Agreement.

19. The visa system, effective on June 20, 1972, between the Government of the United States of America and the Government of the Federative Republic of Brazil will remain in force subject to paragraph 13, and will be extended to cover man-made fiber products covered by this Agreement.

20. The Government of the United States of America and the Government of the Federative Republic of Brazil agree to consult upon the request of the other on any question arising in the implementation of this Agreement.

21. The Government of the United States of America and the Government of the Federative Republic of Brazil may, at any time, propose revisions in the terms of this Agreement. Each agrees to consult promptly with the other about such proposals with a view to making such revisions to this Agreement, or taking such other appropriate action as may be mutually agreed upon.

22. Either Government may terminate this Agreement, effective at the end of any Agreement Period, by written notice to the other, to be given at least 90 days prior to the end of such Agreement Period.

If the foregoing conforms with the understanding of the Government of the Federative Republic of Brazil, this note and Your Excellency's note of confirmation on behalf of the Government of the Federative Republic of Brazil shall constitute an Agreement between our two Governments.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Secretary of State:

E. Johnston [1]

[1] E. Johnston.

ANNEX A

Category	Description	Conversion Factor	Unit of Measure
YARN			
--Cotton			
300	Carded	4.6	Lb.
301	Combed	4.6	Lb.
--Man-made Fiber			
600	Textured	3.5	Lb.
601	Cont. cellulosic	5.2	Lb.
602	Cont. noncellulosic	11.6	Lb.
603	Spun cellulosic	3.4	Lb.
604	Spun noncellulosic	4.1	Lb.
605	Other yarns	3.5	Lb.
FABRIC			
--Cotton			
310	Ginghams	1.0	SYD
311	Velveteens	1.0	SYD
312	Corduroy	1.0	SYD
313	Sheeting	1.0	SYD
314	Broadcloth	1.0	SYD
315	Printcloths	1.0	SYD
316	Shirtings	1.0	SYD
317	Twills and Sateens	1.0	SYD
318	Yarn-dyed	1.0	SYD
319	Duck	1.0	SYD
320	Other Fabrics, n.k.	1.0	SYD

M and B = Men's and Boys'
W, G, and I = Women's, Girls', and Infants
n.k. = not Knit

Category	Description	Conversion Factor	Unit of Measure
--Man-Made fiber			
610	Cont. cellulosic, n.k.	1.0	SYD
611	Spun cellulosic, n.k.	1.0	SYD
612	Cont. noncellulosic, n.k.	1.0	SYD
613	Spun Noncellulosic, n.k.	1.0	SYD
614	Other fabrics, n.k.	1.0	SYD
625	Knit	7.8	Lb.
626	Pile and tufted	1.0	SYD
627	Specialty	7.8	Lb.
APPAREL			
--Cotton			
330	Handkerchiefs	1.7	Dz.
331	Gloves	3.5	DPR
332	Hosiery	4.6	DPR
333	Suit-type coats, M and B	36.2	Dz.
334	Other coats, M and B	41.3	Dz.
335	Coats, W, G and I	41.3	Dz.
336	Dresses (incl. uniforms)	45.3	Dz.
337	Playsuits, Sunsuits, Washsuits, Creepers	25.0	Dz.
338	Knit shirts, (inc. T-shirts, other and sweatshirts) M and B	7.2	Dz.
339	Knit shirts and blouses incl. T-Shirts, other sweatshirts) W, G and I	7.2	Dz.
340	Shirts, n.k.	24.0	Dz.
341	Blouses, n.k.	14.5	Dz.
342	Skirts	17.8	Dz.

Category	Description	Conversion Factor	Unit of Measure
345	Sweaters	36.8	Dz.
347	Trousers, slacks, and shorts (outer) M and B	17.8	Dz.
348	Trousers, slacks and shorts (outer) W, G and I	17.8	Dz.
349	Brassieres, etc.	4.8	Dz.
350	Dressing gowns, incl. bathrobes, and beach house coats, and dusters	51.0	Dz.
351	Pajamas and other nightwear	52.0	Dz.
352	Underwear (incl. union suits)	11.0	Dz.
353	Down feather-filled coats, jackets and vests, M and B	41.3	Dz.
354	Down feather-filled coats, jackets and vests, W, G and I	41.3	Dz.
359	Other apparel	4.6	Lbs.
--Man-made Fiber			
630	Handkerchiefs	1.7	Dz.
631	Gloves	3.5	DPR.
632	Hosiery	4.6	DPR.
633	Suit-type Coats, M and B	36.2	Dz.
634	Other Coats, M and B	41.3	Dz.
635	Coats, W, G and I	41.3	Dz.
636	Dresses	45.3	Dz.
637	Playsuits, Sunsuits, Washsuits, etc.	21.3	Dz.
638	Knit Shirts, (Incl. T-shirts), M and B	18.0	Dz.

Category	Description	Conversion Factor	Unit of Measure
639	Knit Shirts and blouses (Incl. T-shirts), W, G and I	15.0	Dz.
640	Shirts, n.k.	24.0	Dz.
641	Blouses, n.k.	14.5	Dz.
642	Skirts	17.8	Dz.
643	Suits, M and B	54.0	Dz.
644	Suits, W, G and I	54.0	Dz.
645	Sweaters, M and B	36.8	Dz.
646	Sweaters, W, G and I	36.8	Dz.
647	Trousers, slacks, and shorts (outer), M and B	17.8	Dz.
648	Trousers, slacks and shorts (outer), W, G and I	17.8	Dz.
649	Brassieres, etc.	4.8	Dz.
650	Dressing gowns, incl. bath and beach robes	51.0	Dz.
651	Pajamas and other night-wear	52.0	Dz.
652	Underwear	16.0	Dz.
653	Down feather-filled coats, jackets and vests, M and B	41.3	Dz.
654	Down feather-filled coats, jackets and vests, W, G and I	41.3	Dz.
659	Other Apparel	7.8	Lb.
MADE-UPS AND MISC.			
--Cotton			
360	Pillowcases	1.1	No.
361	Sheets	6.2	No.
362	Bedspreads and Quilts	6.2	No.
363	Terry and other pile towels	0.5	No.
369	Other cotton manufactures	4.6	Lb.

Category	Description	Conversion Factor	Unit of Measure
--Man-made Fiber			
665	Floor Coverings	0.1	SFT.
666	Other Furnishings	7.8	Lb.
669	Other man-made manufactures*	7.8	Lb.

* Excluding TSUSA Numbers 706.2045, 706.2700, 706.2840 and 706.2850 [Footnote in the original.]

Annex B

Category	Description	Unit	4/1/82 3/3/83	4/1/83 3/31/84	4/1/84 3/31/85
Aggregate		SYE	171,083,370	183,059,200	195,873,340
Group I	Cotton Yarn and Fabrics	SYE	133,564,990	142,914,530	152,918,540
313	Sheeting	SYD	24,500,000	26,215,000	28,050,050
317	Twill and Sateen	SYD	9,100,000	9,737,000	10,418,590
319	Duck	SYD	7,000,000	7,490,000	8,014,300
Group II	Apparel, Made-up Goods, and Miscellaneous Textiles Products of Cotton	SYE	37,518,380	40,144,670	42,954,800

ANNEX C

Designated Consultation Levels

Category	Description	Quantity
300/301	Yarn, Carded and Combed	33,000,000 SYE
314	Poplin and Broadcloth	1,500,000 SYE
315	Printcloth	12,000,000 SYE
318	Yarn-dyed Fabrics, n.e.s.	1,500,000 SYE
320	Woven Fabrics, Other	4,000,000 SYE
334	Other Coats, MB	2,000,000 SYE
335	Coats, WGI	2,000,000 SYE
337	Playsuits	2,300,000 SYE
339	Knit Shirts, Blouses, WGI	1,900,000 SYE
347	Trousers, MB	2,500,000 SYE
348	Trousers, WGI	2,100,000 SYE
350	Dressing Gowns	2,000,000 SYE
359	Other Cotton Apparel	1,000,000 SYE
363	Terry Towels	5,000,000 SYE
369 pt.	Other Cotton Manufactures	2,500,000 SYE
369 pt.	Floor Coverings	3,400,000 SYE
613	Fabric, Non-cellulosic, n.k.	5,000,000 SYE
614	Fabric, Other, n.k.	3,000,000 SYE

The Brazilian Ambassador to the Secretary of State

Washington, D.C., March 31 ,1982.

Excellency:

I have the honor to refer to your Note of March 31,1982, proposing an agreement relating to trade in cotton, and man-made fiber textiles and textile products between Brazil and the United States of America.

I confirm on behalf of the Government of the Federative Republic of Brazil that the proposal contained in your Note is acceptable to my Government, and that your Note and this Note in reply constitute an agreement between our two governments.

Accept, Excellency, the renewed assurances of my highest consideration.

Antonio F. Azeredo da Silveira
Ambassador of Brazil

The Honorable
Alexander M. Haig, Jr.
Secretary of State
Washington, D.C.

BARBADOS

Aviation: Transport Services

Agreement signed at Bridgetown April 8, 1982;
Entered into force April 8, 1982.
With exchange of letters.

AIR TRANSPORT AGREEMENT
BETWEEN
THE GOVERNMENT OF BARBADOS
AND
THE GOVERNMENT OF THE UNITED STATES OF AMERICA

The Government of Barbados and the Government of the United States of America;

Desiring to promote an international air transport system based on competition among airlines in the marketplace with minimum governmental interference and regulation;

Desiring to facilitate the expansion of international air transport opportunities;

Desiring to make it possible for airlines to offer the traveling and shipping public a variety of service options at the lowest prices that are not predatory or discriminatory and do not represent abuse of a dominant position and wishing to encourage individual airlines to develop and implement innovative and competitive prices;

Desiring to ensure the highest degree of safety and security in international air transport and reaffirming their grave concern about acts or threats against the security of aircraft, which jeopardize the safety of persons or property, adversely affect the operation of air transportation, and undermine public confidence in the safety of civil aviation;

Being Parties to the Convention on International Civil Aviation opened for signature at Chicago on December 7, 1944;[1]

Desiring to conclude a new agreement covering all forms of air transportation to replace the Understanding on Air Transport Services effected by Exchange of Notes at Bridgetown dated on April 14 and 27, 1972, as amended;[2]

Have agreed as follows:

[1] TIAS 1591, 6605, 6681; 61 Stat. 1180; 19 UST 7693; 20 UST 718.
[2] TIAS 7363, 7998; 23 UST 940; 25 UST 3469.

ARTICLE 1

Definitions

For the purposes of this Agreement, unless otherwise stated, the term:

(a) "Aeronautical authorities" means, in the case of the United States, the Civil Aeronautics Board or the Department of Transportation, whichever has jurisdiction, or their successor agencies, and in the case of Barbados, the Minister responsible for civil aviation, or any person or body authorized to perform any functions at present exercisable by the said Minister or similar functions;

(b) "Agreement" means this Agreement, its Annexes, and any amendments thereto;

(c) "Air transportation" means any operation performed by aircraft for the public carriage of traffic in passengers, baggage, cargo and mail, separately or in combination, for remuneration or hire;

(d) "Convention" means the Convention on International Civil Aviation, opened for signature at Chicago on December 7, 1944, and includes:

(i) any amendment which has entered into force under Article 94(a) of the Convention and has been ratified by both parties, and

(ii) any Annex or any amendment thereto adopted under Article 90 of the convention, insofar as such Annex or amendment is at any given time effective for both parties;

(e) "Designated airline" means an airline designated and authorized in accordance with Article 3 of this Agreement;

(f) "Price" means:

(i) any fare, rate or tariff to be charged by airlines, or their agents, and the conditions governing the availability of such fare, rate or tariff;

(ii) the charges and conditions for services ancillary to carriage of traffic which are offered by airlines; and

(iii) amounts charged by airlines to air transportation intermediaries;

for the carriage of passengers (and their baggage) and/or cargo (excluding mail) in air transportation;

(g) "International air transportation" means an air transportation which passes through the air space over the territory of more than one State;

(h) "Stop for non-traffic purposes" means a landing for any purpose other than taking on or discharging passengers, baggage, cargo and mail in air transportation;

(i) "Territory" means the land areas under the sovereignty, jurisdiction, protection, or trusteeship of a Party, and the territorial waters adjacent thereto;

(j) "User charge" means a charge made to airlines for the provision of airport, air navigation or aviation security property or facilities; and

(k) "Full economic costs" means the direct cost of providing service plus a reasonable charge for administrative overhead.

ARTICLE 2

Grant of Rights

(1) Each Party grants to the other Party the following rights for the conduct of international air transportation by the airlines of the other Party:

(a) the right to fly across its territory without landing;

(b) the right to make stops in its territory for non-traffic purposes;

(c) the rights otherwise specified in this Agreement.

(2) Nothing in paragraph (1) of this article shall be deemed to grant the right for one Party's airlines to participate in air transportation between points in the territory of the other Party.

ARTICLE 3

Designation and Authorization

(1) Each Party shall have the right to designate as many airlines as it wishes to conduct international air transportation in accordance with this Agreement and to withdraw or alter such designations. Such designations shall be transmitted to the other Party in writing through diplomatic channels, and shall identify whether the airline is authorized to conduct the type of air transportation specified in Annex I or in Annex II or in both.

(2) On receipt of such a designation and of applications in the form and manner prescribed from the designated airline for operating authorizations and technical permissions, the other Party shall grant appropriate authorizations and permissions with minimum procedural delay, provided:

(a) substantial ownership and effective control of that airline are vested in the Party designating the airline, nationals of that Party, or both;

(b) the designated airline is qualified to meet the conditions prescribed under the laws and regulations normally applied to the operation of international air transportation by the Party considering the application or applications; and

(c) the Party designating the airline is maintaining and administering the standards set forth in Article 6 (Safety).

ARTICLE 4

Revocation of Authorization

(1) Each Party may revoke, suspend or limit the operating authorizations or technical permissions of an airline designated by the other Party where:

(a) substantial ownership and effective control of that airline are not vested in the other Party or the other Party's nationals;

(b) that airline has failed to comply with the laws and regulations referred to in Article 5 of this Agreement; or

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(c) the other Party is not maintaining and administering the standards as set forth in Article 6 (Safety).

(2) Unless immediate action is essential to prevent further non-compliance with subparagraphs (1)(b) or (1)(c) of this Article, the rights established by this Article shall be exercised only after consultation with the other Party.

ARTICLE 5

Application of Laws

(1) While entering, within or leaving the territory of one Party, its laws and regulations relating to the operation and navigation of aircraft shall be complied with by the other Party's airlines.

(2) While entering, within or leaving the territory of one Party, its laws and regulations relating to the admission to or departure from its territory of passengers, crew or cargo on aircraft (including regulations relating to entry, clearance, aviation security, immigration, passports, customs and quarantine or, in the case of mail, postal regulations) shall be complied with by or on behalf of such passengers, crew or cargo of the other Party's airlines.

ARTICLE 6

Safety

(1) Each Party shall recognize as valid, for the purpose of operating the air transportation provided for in this Agreement, certificates of airworthiness, certificates of competency, and licenses issued or validated by the other Party and still in force, provided that the requirements for such certificates or licenses at least equal the minimum standards which may be established pursuant to the Convention. Each party may, however, refuse to recognize as valid for the purpose of flight above its own territory, certificates of competency and licenses granted to or validated for its own nationals by the other Party.

(2) Each Party may request consultations concerning the safety and security standards maintained by the other Party relating to aeronautical facilities, aircrew, aircraft, and operation of the designated airlines. If, following such consultations, one Party finds that the other Party does not effectively maintain and administer safety and security standards and requirements in these areas that at least equal the minimum standards which may be established pursuant to the Convention, the other Party shall be notified of such findings and the steps considered necessary to conform with these minimum standards; and the other Party shall take appropriate corrective action. Each Party reserves the right to withhold, revoke or limit the operating authorization or technical permission of an airline or airlines designated by the other Party in the event the other Party does not take such appropriate action within a reasonable time.

ARTICLE 7

Aviation Security

Each Party:

(1) reaffirms its commitment to act consistently with the provisions of the Convention on Offenses and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on September 14, 1963,[1] the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at The Hague on December 16, 1970,[2] and the Convention for the Suppression of Unlawful Acts Against the Safety of Civil Aviation, signed at Montreal on September 23, 1971;[3]

(2) shall require that operators of aircraft of its registry act consistently with applicable aviaton security provisions established by the International Civil Aviation Organization; and

(3) shall provide maximum aid to the other Party with a view to preventing unlawful seizure of aircraft, sabotage to aircraft, airports, and air navigation facilities, and threats to aviation security; give sympathetic consideration to any request from the other Party for special security measures for its aircraft or passengers to meet a particular threat; and, when incidents or threats of hijacking or sabotage against aircraft, airports or air navigation facilities occur, assist the other Party by facilitating communications intended to terminate such incidents rapidly and safely.

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[1] TIAS 6768; 20 UST 2941.
[2] TIAS 7192; 22 UST 1641.
[3] TIAS 7570; 24 UST 564.

ARTICLE 8

Commercial Opportunities

(1) The airlines of one Party may establish offices in the territory of the other Party for the promotion and sale of air transportation.

(2) The designated airlines of one Party may, in accordance with the laws and regulations of the other Party relating to entry, residence and employment, bring in and maintain in the territory of the other Party managerial, sales, technical, operational and other specialist staff required for the provision of air transportation.

(3) Each designated airline may perform its own ground handling in the territory of the other Party ("self-handling") or, at its option, select among competing agents for such services. These rights shall be subject only to physical constraints resulting from considerations of airport safety. Where such considerations preclude self-handling, each Party shall take appropriate steps to assure that ground services shall be available on an equal basis to all airlines; charges shall be based on the costs of services provided; and such services shall be comparable to the kind and quality of services if self-handling were possible.

(4) Each airline of one Party may engage in the sale of air transportation in the territory of the other Party directly and, at the airline's discretion, through its agents, except as may be specifically provided for the protection of the consumer by the regulations of the country in which the traffic originates. Each airline may sell such transportation, and any person shall be free to purchase such transportation, in the currency of that territory or in freely convertible currencies.

(5) Each airline of one Party may convert and remit to its country, on demand, local revenues in excess of local expenditures. Conversion and remittance shall be permitted promptly without restrictions or taxation in respect thereof at the official rate of exchange or, where agreed, the rate of exchange applicable to current transactions and remittances.

ARTICLE 9

Customs Duties and Taxes

(1) On arriving in the territory of one Party, aircraft operated in international air transportation by the designated airlines of the other Party, their regular equipment, ground equipment, fuel, lubricants, consumable technical supplies, spare parts including engines, aircraft stores (including but not limited to such items as food, beverages and liquor, tobacco and other products destined for sale to or use by passengers in limited quantities during the flight), and other items intended for or used solely in connection with the operation or servicing of aircraft engaged in international air transportation shall be exempt, on the basis of reciprocity, from all import restrictions, property taxes and capital levies, customs duties, excise taxes, and similar fees and charges imposed by the national authorities, and not based on the cost of services provided, provided such equipment and supplies remain on board the aircraft.

(2) There shall also be exempt, on the basis of reciprocity, from the taxes, duties, fees and charges referred to in paragraph (1) of this Article, with the exception of charges based on the cost of the service provided:

(a) aircraft stores introduced into or supplied in the territory of a Party and taken on board, within reasonable limits, for use on outbound aircraft of a designated airline of the other Party engaged in international air transportation, even when these stores are to be used on a part of the journey performed over the territory of the Party in which they are taken on board;

(b) ground equipment and spare parts including engines introduced into the territory of a Party for the servicing, maintenance or repair of aircraft of a designated airline of the other Party used in international air transportation; and

(c) fuel, lubricants and consumable technical supplies introduced into or supplied in the territory of a Party for use in an aircraft of a designated airline of the other Party engaged in international air transportation, even when these supplies are to be used on a part of the journey performed over the territory of the Party in which they are taken on board.

(3) Equipment and supplies referred to in paragraphs (1) and (2) of this Article may be required to be kept under the supervision or control of the appropriate authorities.

(4) The exemptions provided for by this Article shall also be available where the designated airlines of one Party have contracted with another airline, which similarly enjoys such exemptions from the other Party, for the loan or transfer in the territory of the other Party of the items specified in paragraphs (1) and (2) of this Article.

(5) Each Party shall use its best efforts to secure for the designated airlines of the other Party, on the basis of reciprocity, an exemption from taxes, duties, charges and fees imposed by State, regional and local authorities on the items specified in paragraphs (1) and (2) of this Article, as well as from fuel through-put charges, in the circumstances described in this Article, except to the extent that the charges are based on the actual cost of providing the service.

ARTICLE 10

User Charges

(1) User charges imposed by the competent charging authorities on the airlines of the other Party shall be just, reasonable, and non-discriminatory.

(2) User charges imposed on the airlines of the other Party may reflect, but shall not exceed, an equitable portion of the full economic cost to the competent charging authorities of providing the airport, air navigation, and aviation security facilities and services. Facilities and services for which charges are made shall be provided on an efficient and economic basis. Reasonable notice shall be given prior to changes in user charges. Each Party shall encourage consultations between the competent charging authorities in its territory and airlines using the services and facilities, and shall encourage the competent charging authorities and the airlines to exchange such information as may be necessary.

ARTICLE 11

Fair Competition

(1) Each Party shall allow a fair and equal opportunity for the designated airlines of both Parties to compete in the international air transportation covered by this Agreement.

(2) Each Party shall take all appropriate action within its jurisdiction to eliminate all forms of discrimination or unfair competition practices adversely affecting the competitive position of the airlines of the other Party.

(3) Neither Party shall unilaterally limit the volume of traffic, frequency or regularity of service, or the aircraft type or types operated by the designated airlines of the other Party, except as may be required for customs, technical, operational or environmental reasons under uniform conditions consistent with Article 15 of the Convention.

(4) Neither Party shall impose on the other Party's designated airlines a first refusal requirement, uplift ratio, no-objection fee, or any other requirement with respect to the capacity, frequency or traffic which would be inconsistent with the purposes of this Agreement.

(5) Neither Party shall require the filing of schedules, programs for charter flights, or operational plans by airlines of the other Party for approval, except as may be required on a non-discriminatory basis to enforce uniform conditions as foreseen by paragraph (3) of this Article or as may be specifically authorized in an Annex to this Agreement. If a Party requires filings for information purposes, it shall minimize the administrative burdens of filing requirements and procedures on air transportation intermediaries and on designated airlines of the other Party.

ARTICLE 12

Pricing

(1) Each Party shall allow any airline of either Party to establish prices for air transportation based upon the needs and conditions of the marketplace. Neither Party shall take unilateral action to prevent the inauguration or continuation of any price proposed or charged by the air-

lines of either Party for international air transportation between the territories of the Parties unless such action is in accordance with the provisions herein. Intervention by the Parties shall be limited to:

(a) prevention of predatory or unreasonably discriminatory prices or practices;

(b) protection of consumers from prices that are unreasonably high or restrictive due to the abuse of a dominant position; and

(c) protection of airlines from prices that are artificially low because of direct or indirect governmental subsidy or support.

(2) Each Party may require notification to or filing with its aeronautical authorities of prices proposed to be charged by airlines of the other Party to or from its territory. Notification or filing by the airlines of both Parties may be required no more than 60 days before the proposed date of effectiveness. In individual cases, the Party receiving a notification or filing may permit shorter notice than normally required. Neither Party shall require the notification or filing by airlines of the other Party of prices charged by charterers to the public.

(3) A Party shall notify the other Party that it is dissatisfied with a price proposed or charged for services by an airline of the other Party for international air transportation between the territories of the Parties, or by an airline of the other Party for international air transportation between the territory of the first Party and a third country, including in both cases transportation on an interline or intra-line basis, if it believes that intervention would be consistent with the considerations set forth in paragraph (1) above. Within 30 days after receipt of a notice of dissatisfaction, either Party may request consultations which shall commence as soon as possible, and in no event later than 30 days after receipt of the request. In the case of a proposed price, such notice of dissatisfaction shall be given to the other Party within 30 days of receiving the notification or filing of the price, but in no case less than 15 days before the proposed effectiveness date. The Parties shall cooperate in securing information necessary for reasoned resolution of the issue.

(4) If the Parties reach agreement with respect to a price for which a notice of dissatisfaction has been given, each Party shall use its best efforts to put that agreement into effect.

(5)(A) If notice of dissatisfaction has been served with respect to a proposed price or to a price already being charged for services, but consultations either have not been requested within 30 days of receipt of the notice, or have not resulted in an agreement, then:

(i) unless both Parties agree otherwise, a passenger price will continue in effect or enter into effect on the proposed date of effectiveness if it is at least 40 percent but not more than 115 percent of the base normal economy fare in effect on the date the price is filed;

(ii) either Party may take action to prevent inauguration or continuation of a passenger price if such price does not meet the conditions specified in paragraph (5)(A)(i);

(B) The base normal economy fare referred to in paragraph (5)(A)(i) above is the lowest available fare for normal economy-class service filed for and permitted by the United States Civil Aeronautics Board to go into effect on or after October 1, 1979 for travel originating in the United States, for each U.S.-Barbados city-pair market, as adjusted for cost changes consistent with the Standard Foreign Fare Level computations published periodically by the United States Government.

(6) Neither Party may take unilateral action to prevent the inauguration or continuation of a cargo price proposed or charged by an airline of either Party for transportation between the territories of the Parties.

(7) Neither Party may take unilateral action to prevent the inauguration or continuation of a first class price or premium price proposed or charged by an airline of either Party for transportation between the territories of the Parties.

(8) Notwithstanding paragraphs (5) and (6) of this Article, each Party shall allow (a) any airline of either Party, and on the basis of reciprocity, any airline of a third country to meet a price proposed, charged or accepted in the marketplace for international air transportation between the territories of the Parties, and (b) any airline of one Party to meet a price proposed, charged or accepted in the marketplace for international air transportation between the territory of the other Party and a third country. As used herein, the term "meet" means the right to establish on a timely basis, using such expedited procedures as may be necessary, an identical or similar price

on a direct, interline or intra-line basis, notwithstanding differences in conditions, including but not limited to, those relating to routing, distance, roundtrip requirements, connections, type or conditions of service, aircraft configuration or type, or such price through a combination of prices.

ARTICLE 13

Consultations

Either Party may, at any time, request consultations relating to this Agreement. Such consultations shall begin at the earliest possible date, but not later than 60 days from the date the other Party receives the request unless otherwise agreed. Each Party shall prepare and present during such consultations relevant evidence in support of its position in order to facilitate informed, rational and economic decisions.

ARTICLE 14

Settlement of Disputes

(1) Any dispute arising under this Agreement which is not resolved by a first round of formal consultations, except those which may arise under paragraph (3) of Article 12 (Pricing), may be referred by agreement of the Parties for decision to some person or body. If the Parties do not so agree, the dispute shall at the request of either Party be submitted to arbitration in accordance with the procedures set forth below.

(2) Arbitration shall be by a tribunal of three arbitrators to be constituted as follows:

(a) within 30 days after the receipt of a request for arbitration, each Party shall name one arbitrator. Within 60 days after these two arbitrators have been named, they shall by agreement appoint a third arbitrator, who shall act as President of the arbitral tribunal;

(b) if either Party fails to name an arbitrator, or if the third arbitrator is not appointed in accordance with subparagraph (a) of this paragraph, either Party may request the President of the International Court of Justice to appoint the necessary arbitrator or arbitrators within 30 days. If the President is of the same nationality as one of the Parties, the most senior Vice President who is not disqualified on that ground shall make the appointment.

(3) Except as otherwise agreed, the arbitral tribunal shall determine the limits of its jurisdiction in accordance with this Agreement and shall establish its own procedure. At the direction of the tribunal or at the request of either of the Parties, a conference to determine the precise issues to be arbitrated and the specific procedures to be followed shall be held no later than 15 days after the tribunal is fully constituted.

(4) Except as otherwise agreed, each Party shall submit a memorandum within 45 days of the time the tribunal is fully constituted. Replies shall be due 60 days later. The tribunal shall hold a hearing at the request of either Party or at its discretion within 15 days after replies are due.

(5) The tribunal shall attempt to render a written decision within 30 days after completion of the hearing or, if no hearing is held, after the date both replies are submitted, whichever is sooner. The decision of the majority of the tribunal shall prevail.

(6) The Parties may submit requests for clarification of the decision within 15 days after it is rendered and any clarification given shall be issued within 15 days of such request.

(7) Each Party shall, consistent with its national law, give full effect to any decision or award of the arbitral tribunal.

(8) The expenses of the arbitral tribunal, including the fees and expenses of the arbitrators, shall be shared equally by the Parties. Any expenses incurred by the President of the International Court of Justice in connection with the procedures of paragraph (2)(b) of this Article shall be considered to be part of the expenses of the arbitral tribunal.

ARTICLE 15

Termination

Either Party may, at any given time give notice in writing to the other Party of its decision to terminate this Agreement. Such notice shall be sent simultaneously to the International Civil Aviation Organization. This Agreement shall terminate at midnight (at the place of receipt of notice to the other Party) immediately before the first anniversary of the date of receipt of the notice by the other Party, unless the notice is withdrawn by agreement before the end of this period.

ARTICLE 16

Multilateral Agreement

If a multilateral agreement, accepted by both Parties, concerning any matter covered by this Agreement enters into force, this Agreement shall be amended so as to conform with the provisions of the multilateral agreement.

ARTICLE 17

Registration with ICAO

This agreement and all amendments thereto shall be registered with the International Civil Aviation Organization.

ARTICLE 18

Entry into Force

This Agreement shall enter into force on the date of signature.

In witness whereof, the undersigned, being duly authorized by their respective Governments, have signed the present Agreement.

Done in duplicate at Bridgetown in the English language, this eighth day of April Nineteen hundred and eighty-two.

[1]

For the Government
of Barbados

[SEAL]

[2]

For the Government
of the United States
of America

[SEAL]

[1] Louis R. Tull.
[2] Walter J. Stoessel, Jr.

ANNEX I

Scheduled Air Service

Section 1

Airlines of one Party whose designation identifies this Annex shall, in accordance with the terms of their designation, be entitled to perform international air transportation (1) between points on the following routes, and (2) between points on such routes and points in third countries through points in the territory of the Party which has designated the airline.

A. Routes for the airline or airlines designated by the Government of the United States:

From the United States and its territories via intermediate points[1/] to points in Barbados and beyond to points[2/] outside of Barbados.

1/ For three years from the effective date of this Agreement, or less if the Government of Barbados so notifies the Government of the United States, United States designated airlines may not operate at Antigua, St. Kitts or St. Lucia with full traffic rights to and from Barbados.

2/ Unless otherwise agreed by the Governments of Barbados and the United States, United States designated airlines may not operate with full traffic rights between Barbados and any point in Africa located below 20 degrees south latitude.

B. Routes for the airline or airlines designated by the Government of Barbados:

From Barbados via Kingston, Jamaica, Antigua, St. Kitts and St. Lucia to four points[1/], [2/] in the United States.

1/ Upon the effective date of this Agreement, the Government of Barbados may select (a) two points from the following: Atlanta, Boston, Chicago, Washington/Baltimore; (b) one additional point. The Government of Barbados shall notify the Government of the United States of its selections in both (a) and (b) above not less than 60 days prior to the date proposed for initiation of service. Changes in the additional point selected may be made at intervals of not less than six months, with not less than 60 days notice to the Government of the United States.

2/ Three years after the effective date of this Agreement, or sooner, when the Government of Barbados grants United States designated airlines unrestricted intermediate rights on flights to Barbados, the Government of Barbados may select a fourth point. The Government of Barbados shall notify the Government of the United States of its selection not less than 60 days prior to the date proposed for the initiation of service. The Government of Barbados may change this point at intervals of not less than six months. It must notify the Government of the United States of each change not less than 60 days prior to the proposed initiation of service.

Section 2

Each designated airline may, on any or all flights and at its option, operate flights in either or both directions and without directional or geographic limitation, serve points on the routes in any order, and omit stops at any point or points outside the territory of the Party which has designated that airline, without loss of any right to carry traffic otherwise permissible under this Agreement.

Section 3

On any international segment or segments of the routes described in Section 1 above, a designated airline may perform international air transportation without any limitation as to change, at any point on the route, in type or number of aircraft operated, provided that in the outbound direction the transportation beyond such point is a continuation of the transportation from the territory of the Party which has designated the airline and, in the inbound direction, the transportation to the territory of the Party which has designated the airline is a continuation of the transportation beyond such point.

ANNEX II

Charter Air Service

Section 1

Airlines of one Party whose designation identifies this Annex shall, in accordance with the terms of their designation, be entitled to perform international air transportation to, from and through any point or points in the territory of the other Party, either directly or with stopovers en route, for one-way or roundtrip carriage of the following traffic:

(a) any traffic to or from a point or points in the territory of the Party which has designated the airline;

(b) any traffic to or from a point or points beyond the territory of the Party which has designated the airline and carried between the territory of that Party and such beyond point or points (i) in transportation other than under this Annex; or (ii) in transportation under this Annex with the traffic making a stopover of at least two consecutive nights in the territory of that Party.

Section 2

With regard to traffic originating in the territory of either Party, each airline performing air transportation under this Annex shall comply with such laws, regulations and rules of the Party in whose territory the traffic originates, whether on a one-way or roundtrip basis, as that Party now or hereafter specifies shall be applicable to such transportation. In addition, designated airlines of one Party may also operate charters with traffic originating in the territory of the other Party in compliance with the laws, regulations and rules of the first Party. When such regulations or rules of one Party apply more restrictive terms, conditions or limitations to one or more of its airlines, the designated airlines of the other Party shall be subject to the least restrictive of such terms, conditions or limitations. Moreover, if the aeronautical authorities of either Party promulgate regulations or rules which apply different conditions to different countries, each Party shall apply the least restrictive regulation or rule to the designated airlines of the other Party.

Section 3

Neither Party shall require a designated airline of the other Party, in respect of the carriage of traffic from the territory of that other Party on a one-way or roundtrip basis, to submit more than a declaration of conformity with the laws, regulations and rules of that other Party referred to under Section 2 of this Annex or of a waiver of these regulations or rules granted by the aeronautical authorities of that other Party.

[EXCHANGE OF LETTERS]

DEPARTMENT OF STATE

Washington, D.C. 20520

April 8, 1982

Dear Mr. Minister:

I have the honor to refer to the Air Transport Agreement signed this date between the United States of America and Barbados. I confirm that the following understandings relating to the Agreement were reached in the course of the negotiations held March 23-25, 1982, in Bridgetown:

(A) Air carriers designated by Barbados for services to the United States shall be entitled to coterminalize points in the United States which are selected by the Government of Barbados in accordance with the terms of the Agreement.

(B) Air carriers designated by Barbados will be allowed to commingle on the same aircraft traffic between Barbados and Montreal, Canada, with traffic between Barbados and U.S. points in the Barbados route schedule of the Agreement.

(C) Caribbean Air Cargo Company, Ltd. (CARICARGO) will be allowed to continue in non-scheduled air transportation of property and mail between, on the one hand, coterminal points Barbados and Trinidad and Tobago and, on the other hand, the four coterminal points San Juan, Puerto Rico, Miami, Florida, Houston, Texas, and New York, New York; via the intermediate points Antigua, Dominica, Grenada, Guadeloupe, Martinique, St. Kitts, St. Lucia, St. Maarten, St. Vincent, Tortola-Beef Island, B.V.I., and Kingston, Jamaica pursuant to its exemption from Section 402 of the Federal Aviation Act and subject to the Civil Aeronautics Board's rules and regulations.

Sincerely,

Walter J. Stoessel, Jr.

Walter J. Stoessel, Jr.
Deputy Secretary

The Honorable
Louis R. Tull,
Minister of Foreign Affairs of Barbados,
Bridgetown.

MINISTRY OF FOREIGN AFFAIRS,
MARINE HOUSE,
BARBADOS.

No. 3032/12/39 Vol.VII

In replying the above number and date of this letter should be quoted.

Date: April 8, 1982

Sir,

I refer to your letter of this date concerning the Air Transport Agreement between Barbados and the United States of America. I also confirm that the following understandings relating to the Agreement were reached in the course of the negotiations held March 23-25, 1982, in Bridgetown:

(A) Air carriers designated by Barbados for services to the United States shall be entitled to coterminalize points in the United States which are selected by the Government of Barbados in accordance with the terms of the Agreement.

(B) Air carriers designated by Barbados will be allowed to commingle on the same aircraft traffic between Barbados and Montreal, Canada, with traffic between Barbados and U.S. points in the Barbados route schedule of the Agreement.

(C) Caribbean Air Cargo Company, Ltd. (CARICARGO) will be allowed to continue in non-scheduled air transportation of property and mail between, on the one hand, coterminal points Barbados and Trinidad and Tobago and, on the other hand, the four coterminal points San Juan, Puerto Rico, Miami, Florida, Houston, Texas, and New York, New York; via the intermediate points Antigua, Dominica, Grenada, Guadeloupe, Martinique, St. Kitts, St. Lucia, St. Maarten, St. Vincent, Tortola-Beef Island, B.V.I., and Kingston, Jamaica pursuant to its exemption from Section 402 of the Federal Aviation Act and subject to the Civil Aeronautics Board's rules and regulations.

Sincerely,

Louis R. Tull
Minister

Mr. Walter J. Stoessel, Jr.
Deputy Secretary of State,
Department of State,
Washington, D.C.

EUROPEAN SPACE AGENCY

Remote Sensing: Landsat Data

Memorandum of understanding signed at Paris October 7, 1978;
Entered into force October 7, 1978;
Effective May 9, 1978.
And extending agreement
Effected by exchange of letters
Signed at Washington and Paris June 17, 1982;
Entered into force June 17, 1982.

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE EUROPEAN SPACE AGENCY
AND THE
UNITED STATES NATIONAL AERONAUTICS AND SPACE ADMINISTRATION

The United States National Aeronautics and Space Administration (NASA) and the European Space Research Organisation, established by the Convention opened for signature in Paris on 14 June 1962[1] and conducting its activities since 31 May 1975 under the name of the European Space Agency (ESA), recognizing:

- that NASA conducts an experimental Landsat earth resources satellite program and that NASA, under certain conditions, provides for direct reception of data from these satellites by stations operated outside the United States, and

- that ESA has established the EARTHNET System for the reception, pre-processing, archiving and dissemination of data from earth resources observation satellites, and affirms that it has concluded appropriate agreements with Telespazio of Italy and the Swedish Board for Space Activities, under authority given to it by its member States including Italy and Sweden, for the operation of Landsat ground stations in Fucino (Italy) and Kiruna (Sweden),

have decided to enter into this Memorandum of Understanding which, subject to the following terms and conditions, provides for (a) direct access to NASA's currently operating and future experimental Landsat satellites by the EARTHNET System and (b) making available to NASA and others Landsat data acquired by the ground stations of this System.

1. For its part, ESA will use its best efforts to:

   (a) set up and operate, under its authority, EARTHNET System, including the above-mentioned ground stations at Fucino (Italy) and Kiruna (Sweden), for the reception, pre-processing, archiving and dissemination of in particular Landsat data, at its own cost including the cost of the necessary communication links with the NASA Landsat Operations Control Center/NASA Data Processing Facility (OCC/NDPF) at the Goddard Space Flight Center;

[1] 528 UNTS 33.

(b) produce computer compatible tapes and image products;

(c) ensure, in conformance with the US Landsat data dissemination practices, unrestricted public availability of all Landsat data of areas within the EARTHNET coverage zone at a fair and reasonable charge, and in a non-discriminatory manner;

(d) ensure the provision of pre-processed Landsat data (imagery and digital products) to NASA-selected Principal Investigators whose test sites are in the EARTHNET coverage zone, for the period of coverage envisaged and under the same conditions as NASA applies to them;

(e) provide to NASA, on terms to be agreed mutually, reasonable support in a spacecraft emergency condition, such as the provision of duplicate station tapes or high density digital tapes should the Landsat on-board tape recorders fail;

(f) provide to NASA and the US EROS Data Center on a monthly, cost-free basis catalogue listings of Landsat data acquired by the EARTHNET System. Catalogue listings of all Landsat stations will also be made publicly available;

(g) make available to NASA on request, for US Agencies' experimental purposes, on a cost-free basis and in reasonable quantities, copies of Landsat data acquired and pre-processed by the EARTHNET System.

2. For its part, NASA will use its best efforts to:

(a) program Landsats-2 and -3 and any subsequent experimental NASA Landsat type satellites to acquire and transmit data of areas accessible for direct read-out at the EARTHNET ground stations with a view to ensuring regular coverage of the EARTHNET coverage zone commensurate with the Landsat repeat cvcle. Details of this programming will be subject to mutual agreement by the designated technical representatives of the parties;

(b) provide the EARTHNET ground stations with orbital elements for calculating the antenna pointing angles necessary to acquire the Landsat transmitted signals, and for processing the data acquired;

(c) process, on a time available basis, as agreed by the designated technical representatives, a limited number of data tapes for initial evaluation and calibration of station performance;

(d) make available to ESA for comparison purposes, a limited number of NASA data tapes covering selected portions (as defined by ESA) of the EARTHNET coverage zone.

3. ESA and NASA will each designate technical representatives to be responsible for coordinating the agreed functions and responsibilities of each party with the other. The technical representatives, and their deputies, and advisors as mutually agreed, will participate in meetings of the Landsat Ground Station Operations Working Group. This Working Group, established by NASA, meets every six months and serves as a forum for exchange of technical information among station operators. Supplemental meetings between ESA and NASA will be held as mutually agreed.

4. The following additional understandings are confirmed:

(a) ESA will, in cooperation with the responsible national and international authorities, take appropriate measures so that any radio frequency problem occurring in relation to Landsat data reception within the EARTHNET coverage zone is resolved to the satisfaction of the parties to this Memorandum of Understanding. In this context, it is noted that provisions of the International Telecommunications Union's Radio Regulations require that radio frequencies for future operational Landsat-type satellites will differ from those currently used for experimental satellites.

(b) It is understood that the NASA Landsat Program is experimental in character and, therefore, subject to change in accordance with modifications in technical requirements and opportunities, and that at the date of this Memorandum of Understanding, NASA cannot make a firm commitment regarding the launching of future Landsat-type satellites. NASA, however, undertakes to keep ESA informed in good time of any modifications to the satellite design or to its plans for the Landsat series of satellites which may affect the implementation of this Memorandum of Understanding.

(c) NASA and ESA will exchange, upon request, such technical information including software programs as may be mutually agreed to be necessary for the implementation of this Memorandum of Understanding and is consistent with the applicable export regulations.

(d) NASA and ESA may each release public information regarding their own activities under this Memorandum of Understanding and, insofar as the participation of the other party is concerned, after suitable consultation.

(e) NASA and ESA will use their best efforts to arrange for free customs clearance for equipment required for the execution of this Memorandum of Understanding.

(f) The responsibility for spacecraft control, health and status will remain with NASA throughout the execution of this Memorandum of Understanding.

(g) When the expected coverage of a prospective Landsat ground station overlaps with that of the EARTHNET Landsat stations, NASA will inform ESA and will advise the prospective station operator of this ESA/NASA Memorandum of Understanding which provides for the unrestricted public availability of data of areas within range of the EARTHNET stations at a fair and reasonable charge. Should the prospective station operator choose to pursue plans for a station with substantially overlapping coverage, NASA will encourage the prospective station operator and ESA to consult with a view toward reaching a mutually satisfactory understanding on responding to requests for data of the overlapping coverage area.

(h) The US EROS Data Center will include with all responses to requests for Landsat data acquired in the EARTHNET coverage zone, a statement noting that ESA should have available more recent and/or more complete Landsat coverage. In the event that the EROS Data Center receives requests for specific Landsat scenes, products or for specific information on their holdings, EROS will, in accordance with US Freedom of Information laws, provide the data and/or information requested.

5. It is understood that the ability of ESA and NASA to carry out their responsibilities under this Memorandum of Understanding is subject to the availability of appropriated funds.

6. In consideration of the costs NASA is bearing for the Landsat space segment, ESA will pay to NASA the sum of $200,000 per annum for each EARTHNET Landsat ground station payable quarterly at the end of each quarter.

This rate is expected to remain in effect until January 1, 1979 after which NASA may, after consultation with operating agencies, revise the rate and arrangements for cost sharing. Such revised cost sharing arrangements will be applied to all non-US Landsat stations on an equitable basis.

7. The terms of this Memorandum of Understanding may be modified at any time with the express written consent of both parties.

8. (a) Any disputes as to the interpretation or implementation of the terms of this Memorandum of Understanding shall be referred to the NASA Administrator and the Director General of ESA for settlement.

(b) Should the NASA Administrator and the ESA Director General be unable to resolve such disputes, they will be submitted to such other form of resolution or arbitration as they may agree.

9. ESA will take the lead in harmonizing, to the satisfaction of all concerned, any previous Landsat ground station agreements concluded between NASA and the entities who take part in EARTHNET with this Memorandum of Understanding.

10. Subject to its signature by the representatives of ESA and NASA, this Memorandum of Understanding shall enter into force on May 9, 1978 and shall continue in force for four years, subject to extension as may be agreed between ESA and NASA.

[1]

For the European Space Agency

7 October 1978
Date

[2]

For the National Aeronautics and Space Administration

7 October 1978
Date

[1] R. Gibson.
[2] Robert A. Frosc[1]

[EXTENDING AGREEMENT]

The Administrator of the National Aeronautics and Space Administration to the Director General of the European Space Agency

NASA

National Aeronautics and
Space Administration

Washington, D.C.
20546

Office of the Administrator

JUN 17 1982

Mr. Erik Quistgaard
Director-General
European Space Agency
8-10, rue Mario Nikis
75738 Paris Cedex 15
FRANCE

Dear Erik:

I am writing to propose an extension of NASA's Memorandum of Understanding with the European Space Agency for reception of experimental Landsat data at the Fucino, Italy and Kiruna, Sweden Earthnet stations. The Memorandum of Understanding entered into force for a period of four years commencing May 9, 1978. It is subject to extension by the agreement of ESA and NASA.

As you already know, the U.S. has begun planning for an operational land remote sensing satellite system to follow the current NASA experimental Landsat program. Current plans call for the phased transfer from NASA to the National Oceanic and Atmospheric Administration (NOAA) of the Landsat-D and D' system with NOAA interim management until establishment of a private sector system authorized by the U.S. Government. Landsat ground station operators will be kept informed by the U.S. Government of plans for transfer of the Landsat-D system from NASA, for direct reception of sensor data during the period of NOAA interim management, for data pricing structure and for establishment of the private sector system. It is understood that NOAA plans to conclude agreements for direct reception by foreign ground stations of MSS data prior to the transfer of the Landsat-D MSS System from NASA. Arrangements will also be negotiated to provide ESA Earthnet ground stations access to NASA's experimental TM sensor.

Taking into account such planning, NASA would therefore propose an extension of the present ESA/NASA MOU for Landsat reception to remain in effect until the turnover of Landsat operations from NASA or until September 30, 1983, whichever

comes first. If this proposal is acceptable to ESA, we propose that this letter, together with your affirmative response, constitutes an agreement extending the present ESA/NASA MOU for Landsat data reception.

Sincerely,

James M. Beggs
Administrator

The Director General of the European Space Agency to the Administrator of the National Aeronautics and Space Administration

esa

european space agency
agence spatiale européenne

JUR/16.7/WMT/5486

Mr. J.M. Beggs
NASA Administrator
NASA
Washington D.C. 20764
U.S.A.

17 June 1982

Dear Jim

I acknowledge receipt of your letter concerning the extension of the Memorandum of Understanding between NASA and ESA for reception of experimental LANDSAT data, which reads as follows:

[For the text of the U.S. letter, see pp. 468–469.]

I have the honour to confirm that ESA agrees to the foregoing and also to your proposal that your letter, together with my reply, constitutes an agreement extending the present ESA/NASA MOU for LANDSAT data reception.

Yours sincerely,

E. Quistgaard

E. Quistgaard
Director General

MAURITIUS

Agricultural Commodities

Agreement signed at Port Louis April 8, 1982;
Entered into force April 8, 1982.
With minutes of negotiation.

AGREEMENT BETWEEN THE GOVERNMENT OF THE
UNITED STATES OF AMERICA
AND THE GOVERNMENT OF MAURITIUS
FOR THE SALE OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of Mauritius agree to the sale of agricultural commodities specified below. This Agreement shall consist of the Preamble, Parts I and III of the June 29 1979 Agreement[1] together with the following Part II.

Part II PARTICULAR PROVISION:

Item I. Commodity Table

COMMODITY -	SUPPLY PERIOD (US FISCAL YEAR)	APPROXIMATE MAXIMUM QUANTITY (METRIC TONS)	MAXIMUM EXPORT MARKET VALUE (MILLIONS)
RICE	1982	7,200	DOLS 2.2
WHEAT FLOUR	1982	5,100	DOLS.1.3
TOTAL			DOLS 3.5

Item II. Payment Terms:

Dollar Credit (DC)-Twenty (20) years

(A) Initial payment - Five (5) percent;

(B) Currency use payment purposes - five (5) percent for Section 104(A).

(C) Number of installment payments - nineteen (19);

(D) Amount of each installment payment - Approximately equal annual amounts;

(E) Due date of first installment payment - two (2) years after date of last delivery of commodities in each calendar year;

(F) Initial interest rate - three (3) percent;

(G) Continuing interest rate - four (4) percent.

[1] TIAS 9541; 30 UST 6080.

Item III. Usual Marketing Table:

COMMODITY	IMPORT PERIOD (US FISCAL YEAR)	USUAL MARKETING REQUIREMENTS (METRIC TONS)
RICE	1982	60,000
WHEAT/WHEAT FLOUR (GRAIN EQUIVALENT BASIS)	1982	63,000

Item IV. Export Limitations:

(A) The Export Limitation Period: The export limitation period shall be the United States Fiscal Year 1982 or any subsequent United States Fiscal Year during which commodities financed under this agreement are being imported or utilized.

(B) Commodities to which Export Limitations apply: For the purpose of Part I, article III (A) (4) of this Agreement, the commodities which may not be exported are: For rice--rice in the form of paddy, brown or milled; and for wheat/wheat flour --wheat, wheat flour, rolled wheat, semolina, farina, bulgar (or the same products under different names).

Item V. Self-Help Measures:

(A) The Government of Mauritius agrees to undertake self-help measures to improve the production, storage, and distribution of agricultural commodities. The following self-help measures shall be implemented to contribute directly to the development progress in poor rural areas and enable the poor to participate actively in increasing agricultural production through small farm agriculture.

(B) The Government of Mauritius agrees to undertake the following activities and in doing so to provide adequate financial, technical and managerial resources for their implementation:

(1) Continue to maintain a national policy of agricultural diversification following the Plan of Action adopted for the Development Plan for 1980-82.

(2) Address the identified constraints which are partly responsible for delaying a sustained program of food-crop production through specific studies in support of policy determinations to include inter alia:

(a) Continue to conclusion the on-going cataloging of fields under cane production to include data regarding physical and chemical soil characteristics, environmental conditions, suitability of growth of diverse crops, etc.

(b) Develop viable proposals for improvement to irrigation facilities in the western coast area, for example La Chaumiere;

(c) Continue the study of the constraints to diversification recommending appropriate action steps to be taken especially through the Agricultural Marketing Board and Extension Service of the Ministry of Agriculture to encourage support of private sector's initiatives in food-crop production.

(3) To assist in overcoming the constraints in effecting rapid diversification without deterioration of sugar production, the following activities will be undertaken to enhance policy decisions as well as provide producer incentives:

(a) Initiate action to make land available to small farmers for purchase and/or rent of land for short and/or long term use for food-crop production;

(b) Continue to grant Development Certificates extended to individuals and/or entities engaged in agricultural diversion. Holders of Certificates would be provided incentives such as:

(I) Tax Relief;

(II) Duty exemption on agricultural machinery, and equipment;

(III) Loans at preferential rates

(4) Implement further efforts to promote production, storage and marketing of food-crops within both the private as well as public sector through such efforts as guaranteed floor prices on a wider range of food-crops. Encouragement of producer operated marketing cooperatives, and expanding public markets to smaller communities where greater numbers of producer groups may participate.

(5) Continue to strengthen the national integrated food strategy through improving participation by both public and private sector in selected committees which will be responsible to: Review progress in specific areas of diversification; recommend measures for corrective action if necessary; monitor implementation of approved plans/projects; and strengthen strategies for food-crop production.

(6) Where possible, sales proceeds generated under the Title I program, will be used to support food for work activities with emphasis on rural initiatives which will impact upon agricultural production, marketing and distribution.

Item VI. Economic Development Purposes For Which Proceeds Accruing To Importing Country Are To Be Used:

A. The proceeds accruing to the Government of Mauritius from the sale of commodities financed under this Agreement will be used for financing the self-help measures set forth in the Agreement and for development in the agriculture and rural development sectors, in a manner designed to increase the access of the poor in Mauritius to an adequate, nutritious, and stable food supply.

B. In the use of proceeds for these purposes emphasis will be placed on directly improving the lives of the poorest of the Mauritian people and their capacity to participate in the development of their country, particularly on the island of Rodrigues and other lower income areas of the country.

In witness whereof, the respective representatives, duly authorized for the purpose, have signed the present agreement. Done at Port Louis in duplicate this 8 day of April , 1982

FOR THE GOVERNMENT OF MAURITIUS	FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA
BY: Sir Veerasamy Ringadoo	BY: Robert C. F. Gordon
TITLE: Minister of Finance	TITLE: American Ambassador
SIGNATURE:	SIGNATURE:

TIAS 10372

MINUTES OF THE NEGOTIATING MEETING
BETWEEN THE PARTIES TO THE PROPOSED
PL 480 TITLE I[1] FY 1982 AGRICULTURAL COMMODITY
SALES AGREEMENT

Date: 9 March 1982, 1100 hours

Place: Ministry of Finance, Port Louis, Mauritius

Participating:

For the Government of Mauritius

Mr. Haniff Ramdin	Acting Financial Secretary Ministry of Finance
Mr. R. Maugendre	Permanent Secretary Ministry of Commerce & Industry
Mr. D. Manna	Principal Assistant Secretary Ministry of Finance
Mr. P. Ujoodha	Economist Ministry of Economic Planning & Development

For the Government of the United States of America

Mr. Peters Strong	Regional PL 480 Officer, U.S. Regional Economic Development Service Office, Nairobi
Mr. Michael D'Andrea	Economic and Commercial Officer American Embassy, Port Louis

[1] 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*

The Mauritian Negotiating team reviewed the draft of the proposed U.S. FY 82 PL-480 Title I Sales Agreement and, with the exception of non-substantive language of the text of Item V which the American Negotiating team agreed to seek authority to change in the final document, had no objection to Part II, Item II through Item VI.

The Mauritian Negotiating team reviewed the discussion points as presented by the American Negotiating team and have agreed that the following, which represents a summary in part of specific points, be included in these minutes:

A. The Government of the United States insists that in the use of the resources made available through this agreement that 1) specific emphasis should be placed upon the implementation of the self-help measures of the agreement so as to contribute directly to development progress in the rural areas and enable the poor to participate actively in increasing agricultural production through small farm agriculture; and 2) the use of the sales proceeds will be for purposes which directly improve the lives of the poorest people and their capacity to participate in the development of their own country. Particular attention is to be given to assisting small farmers by providing incentives to increase food production.

B. The Government of Mauritius accepts responsibility for (a) quarterly compliance reporting on progress in meeting the usual marketing requirements (UMR) of the agreement; (b) arrival and shipping information reporting; (c) progress reports on implementing self-help measures (reports to be submitted to American Embassy not later than 15 November); and (d) report the use of sales proceeds.

C. The Government of Mauritius is advised that at least 50 percent of commodities purchased under the proposed Agreement must be moved in U.S. flag vessels if available at fair and reasonable rates.

D. The Government of Mauritius is reminded by the American Negotiating team that under current U.S. regulatory and legislative requirements:

1. Commodities will be made available under the proposed agreement only after the U.S. Secretary of Agriculture has determined that (1) adequate storage facilities are available in the recipient country at the time of exportation to prevent spoilage or waste of the commodity, and (2) the distribution of the commodity in the recipient country will not result in a substantial disincentive to or interference with domestic production or marketing.

2. Following signing of the Agreement, the Government of Mauritius, through its Embassy in Washington, is to act expeditiously to request a Purchase Authorization (PA) from the U.S. Department of Agriculture (USDA).

3. Purchase of food commodities under the Agreement must be made on the basis of Invitations for Bids (IFB's) and on the basis of bids (offers) which must conform to the IFB. Bids must be received and publicly opened in the United States. All awards under IFB's must be consistent with open, competitive, and responsive bid procedures.

4. Terms of all IFB's (including IFB's for ocean freight) must be approved by the General Sales Manager FAS, USDA, prior to issuance. If the Government of Mauritius nominates a purchasing or shipping agent to procure commodities or arrange ocean transportation under the Agreement they must notify the General Sales Manager, Foreign Agriculture Service/EC, U.S. Department of Agriculture, in writing, of such nomination and provide a copy of the proposed agency Agreement. All purchasing and shipping agents must be approved by the Foreign Agriculture Service (FAS) in accordance with regulatory standards designed to eliminate certain potential conflicts of interest.

The American Negotiating team explained that a requirement of the FY82 Agreement is the attainment of greater specificity and measurability, e.g. the use of specific commitments or targets as a means to measure the extent to which policy, economic development and self-help measures have been carried out under this agreement. The Mauritian Negotiating Team responded with the specifics or benchmarks involved in fulfilling the developmental objectives of the Agreement. The Mauritian Negotiating Team explained that in setting these targets or benchmarks certain basic assumptions were made regarding the continued validity of established overall government fiscal and other policies as well as continued availability of budgeted governmental and donor resources:

1. Cataloging of fields will be 80 percent completed within next 12 months.

2. Resolution of the principal constraint (land ownership) to development of Western Coast irrigation which involves the transfer of benefits of irrigation facilities to be developed to maximum number of small farmers.

3. A) The Agricultural Marketing Board (AMB) will construct a modern

food crop storage facility of approximately 300MT in Rodrigues.

B) The AMB will complete project proposals for two modern regional food crop storage facilities of 2,000 sq. ft. each; one in Triolet and second in Rose Belle area.

C) Ministry of Agriculture will provide specialized advanced overseas training opportunity to approximately 10 percent of the technical staff of the Extension Service.

4. All unutilized and under-utilized crown and other land will be identified and categorized within next 12 months as being suitable for food production and livestock raising and delineated for lease to small farmers.

5. Based upon past experience Ministry of Agriculture expects to receive and examine 30 applications for Agricultural Development Certificates.

6. A) AMB will extend floor price guarantees to private sector producers of beans and selected spices.

B) AMB in collaboration with the technical service of the Ministry of Agriculture will continue comprehensive studies regarding suitable vegetable varieties and advance recommendations regarding most suitable onion varieties to meet local growing and storage conditions.

C) Pork production will be increased through expanded producer cooperative efforts to attain self-sufficiency by end of 1983.

7. Procedures will be determined for sub-committees to report to the High Powered Committee which will meet quarterly and make recommendations regarding the Plan of Action on Food Production and issue action directives to executing agencies.

Negotiators for the Government of Mauritius explained that:

A. The actual receiving, storage and distribution points and channels for rice and wheat flour under this agreement. Prices, independent of landed costs, to wholesalers, retailers and consumer are fixed, publicly posted and universally known to all consumers. The Government of Mauritius will be responsible for the import and primary storage of rice and wheat flour under the agreement. Private wholesale and retail merchants market rice imported by the Government. Private importers may also obtain rice import licenses and compete with government sales. However, the

Government of Mauritius is responsible for providing an adequate daily supply of rice to the total population at reasonable prices within the range of the lowest income group including the people of Rodrigues. The Government of Mauritius through its Ministry of Price and Consumer Protection and Office of Supply assure adherence to established price and distribution procedures. A sophisticated computerized data processing system assists in monitoring rice and flour allocations which together with other controls eliminates potentials for rice and flour marketing outside of established channels. Fines and other penalties are imposed for violations.

B. Appropriate offices of the Government would expeditiously relay to its Embassy in Washington 1) all instructions, information and authority necessary to enable timely implementation of the agreement, including commodity specifications, 2) contracting and delivery periods, 3) names and addresses of banks handling transactions, 4) authority to request and sign purchase authorizations and other necessary documents, 5) complete instructions regarding arrangements for purchasing and/or shipping agents, if applicable, and 6) instructions to contact the Program Operations Division, Office of the General Sales Manager, U.S. Department of Agriculture, regarding the foregoing.

The negotiators for the Government of Mauritius assured that operable letters of credit for both commodity and freight will be opened and confirmed by designated U.S. banks immediately after contracting under each PA and before vessels arrive at loading port.

Initialled:

For the Government of Mauritius

Date April 8, 1982

Sir Veerasamy Ringadoo, Minister of Finance

For the Government of the United States of America

Date April 8, 1982

Robert [illegible] Gordon, American Ambassador

MEXICO

Agriculture: Mediterranean Fruit Fly

Agreement signed at Guatemala October 22, 1981;
Entered into force October 22, 1981.

No. 12-16-5-2478

COOPERATIVE AGREEMENT

Between

SECRETARIA DE AGRICULTURA Y RECURSOS HIDRAULICOS DE MEXICO
DIRECCION GENERAL DE SANIDAD VEGETAL

And

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
PLANT PROTECTION AND QUARANTINE

THIS AGREEMENT, made and entered into by and between the Secretaria de Agricultura y Recursos Hidraulicos de México, Dirección General de Sanidad Vegetal, hereinafter called the Cooperator, and the United States Department of Agriculture, Animal and Plant Health Inspection Service, Plant Protection and Quarantine, hereinafter called the Service.

WHEREAS, the Service is authorized pursuant to the Act of September 21, 1944, as amended (7 U.S.C. 147a), to cooperate with governments of Western Hemisphere countries or the local authorities thereof, in carrying out necessary surveys and control operations in those countries in connection with the detection, eradication, suppression, control, and prevention or retardation of the spread of plant pests including the Mediterranean fruit fly; and

WHEREAS, a Memorandum of Understanding was entered into between the parties hereto, on February 8, 1973, covering cooperative efforts to protect crops from plant pest damage and plant diseases in the United Mexican States and in the United States of America, through the execution of cooperative programs; and

WHEREAS, due to increased activity related to the cooperative effort to halt the Northward spread and dissemination of the Mediterranean fruit fly (Ceratitis capitata Wied.) the 1973 Memorandum of Understanding was amended on October 9, 1973 and July 15, 1976, [1] to reflect this increased activity; and

WHEREAS, it is the intent of the parties that this agreement shall supersede Agreement No. 12-16-5-1047 of August 17, 1978; [2] and

WHEREAS, the objectives of this Cooperative Agreement are to further action that will provide for specific activities to and for the Service, Cooperator and interested parties with regard to the Mediterranean fruit fly, and provide services that will assist in the execution of the cooperative eradication program of the Mediterranean fruit fly; and

WHEREAS, it is necessary for the furtherance of the goals of the Program to assign the day-to-day management of Mediterranean fruit fly activities in the State of Chiapas to the officials of the Cooperator; and

WHEREAS, the Cooperator is equipped with or has access to facilities and has or can secure personnel and equipment mutually satisfactory to both parties for this work; and

WHEREAS, it is the intention of the parties hereto that such cooperation covered by this agreement shall be for the mutual benefit of the people of México and the United States of America.

NOW THEREFORE, for and in consideration of the promises and mutual covenants herein contained, the parties hereto do hereby mutually agree with each other as follows:

[1] TIAS 8701; 28 UST 7004.
[2] TIAS 10010; 32 UST 5633.

A. The Cooperator Agrees:

1. To manage and operate the Mediterranean Fruit Fly Laboratory located in Metapa, Chiapas, México, in accordance with mutually agreed to production plans for rearing and sterilizing 500 million Mediterranean fruit fly pupae per week for field release.

2. To provide for free access to the Laboratory by Service personnel designated to work at this facility, subject only to restrictions jointly agreed to in advance. To provide housing located on the laboratory grounds for the Co-Director. To provide office space for all Service personnel at a location most advantageous for performance of their duties.

3. To designate a mutually acceptable official as the Cooperator's duly authorized representative who will act as project coordinator for all matters pertaining to this cooperative program.

4. To furnish field operation personnel in the State of Chiapas, Mexico for carrying out the program activities which are stipulated in the work plan referenced in paragraph C.2. of this agreement.

5. To provide funding for laboratory and field operations in the State of Chiapas, México, amounting to the agreed upon sum as stipulated in the financial plan referenced in paragraph C.2. of this agreement.

6. To establish and maintain in Tapachula, Chiapas, Mexico, a central administrative office which will be responsible for all the procurement, personnel, financial functions, and records for the operation of the laboratory and for the field operations in the State of Chiapas, México, as covered under this agreement.

7. To submit to the Service narrative, statistical and financial reports concerning laboratory production and field operations in the State of Chiapas, Mexico. These reports will be in conformance with the work and financial plans stipulated in paragraph C.2. of this agreement.

8. Require the Administrative Office in Tapachula, Chiapas, México, to monitor the use of and need for funds and to request periodically that the Service deposit to the bank account in Tapachula, Chiapas, México, its share of the funds necessary to sustain operations for periods not to exceed 60 days from the date of request. A schedule of deposits will be maintained to substantiate the request for subsequent deposits.

9. To provide all maintenance for Service furnished nonexpendable property and to permit free access to same at all times by personnel designated by the Service for the purpose of insuring prescribed usage.

10. To procure all supplies, equipment, and services (including construction services) to maintain operations, except for those items not readily available to the Cooperator in Mexico, or available at a prohibitive cost (+25 percent above U. S. cost). In such event, the Service, upon written request from the Cooperator will provide assistance in purchasing those items with funds available under this agreement.

11. To provide through the Government of Mexico duty free entry of all supplies and equipment furnished by the Service or purchased for the Mediterranean fruit fly program under this agreement, in accordance with the existing laws and with the authorization of the corresponding authorities.

12. To provide transportation of all supplies and equipment to Chiapas, Mexico, from source of origin if purchased by the Cooperator, or if purchased by the Service, from a mutually agreeable location on the Mexican/U.S. Border.

B. The Service Agrees:

1. To provide funding for the laboratory and field operations in the state of Chiapas, México, in the amounts agreed upon and stipulated in the financial plan referenced in paragraph C.2. of this agreement.

2. Deposit in a designated bank account in Tapachula, Chiapas, México, funds as agreed upon in the financial plan stipulated in paragraph C.2. Deposits will be made to cover the Mediterranean fruit fly operations in the state of Chiapas, México, for periods not to exceed 60 days. Deposit of funds will be subject to appropriation of funds by the U. S. Congress for the purpose of the control and eradication of the Mediterranean fruit fly for the period October 1, 1981 to September 30, 1982, and will not exceed the dollar amount specified in the work and financial plans referenced in paragraph C.2.

3. To use its facilities to procure supplies and/or equipment in the United States as may be deemed necessary, as stipulated in paragraph A. 10 and in accordance with the work and financial plans as stated in C.2. of this agreement.

4. To provide employees who will serve as the field technical consultants for field operations in the state of Chiapas, México. The senior official will serve as the duly authorized representative of the Service.

5. To provide a laboratory Co-Director and other technical support to the Metapa Laboratory.

6. To provide at its own expense additional technical experts for onsite consultation involving mechanical or scientific advice when it is mutually agreed that such experts could benefit the program.

7. Provide the necessary reporting format for the financial reports required of the Administrative Office in Tapachula and to conduct a review of these records every three months.

C. It is Mutually Understood and Agreed:

1. The parties to the Cooperative Agreement will cooperate to the best interest of the agricultural producers and the general public of the countries of Mexico and the United States.

2. The cooperating parties will develop and furnish mutually satisfactory work plans and financial plans for conducting a Mediterranean fruit fly program which will outline overall plans for carrying out and funding this program in accordance with established standards and to the satisfaction of the Cooperator and the Service.

3. A Technical Advisory Committee consisting of a maximum of three representatives from each party, will be formed to evaluate and recommend program changes.

4. The operation of the laboratory will be under the joint direction of the Director and the Co-Director. In the event the Director and the Co-Director cannot agree with regard to the interpretation or application of the present international instrument, the matter shall be referred to the Technical Advisory Committee. If the Technical Advisory Committee cannot agree, the problem shall be resolved through consultation between the Secretary of Agriculture and Hydraulic Resources of Mexico and the United States Secretary of Agriculture.

5. Weekly meetings involving representatives of the cooperative parties will be held. Minutes of these meetings will be maintained by the Cooperator and distributed to both parties. If necessary, work and financial plans may be amended during these meetings so long as these changes are not in conflict with the guidance provided by the Technical Advisory Committee.

6. That to the maximum extent possible all procurement will be made competitively in a prudent manner, and in accordance with all governing laws of México and the United States, as appropriate.

7. To permit USDA employees, as designated by the Service, to serve as technical advisors for field operations in the State of Chiapas.

8. That the Cooperator and the Service will coordinate visits by official personnel to those persons not regularly assigned to the project.

9. That both parties will jointly ensure that security measures are taken to prevent the escape and/or theft of specimens at any biological stage of the Mediterranean fruit fly.

10. That Mexican national personnel employed by the Service in the State of Chiapas, and identified by the Service at the time of the signing of this agreement, shall without a break in employment be afforded the choice of either:

    (1) Remaining an employee of the Service in an alternative location to be determined by the Service; or

    (2) Transferring to the employment of the Cooperator in the State of Chiapas in a position of like status, and salary.

    These choices will be available to affected employees until December 31, 1981 after which time those still remaining will be removed from the payroll of the Service.

11. To employ personnel mutually acceptable to the Cooperator and the Service.

12. That funds provided by the Service shall not be used for any purchases of nonexpendable equipment without specific prior authorization by the Service. Nonexpendable equipment purchased from the Cooperator's funds shall remain the property of the Cooperator subject to its disposition. Likewise, nonexpendable equipment purchased from funds provided by the Service shall remain the property of the Service, subject to its disposition.

13. That the value of equipment and/or supplies furnished by either party shall include purchase cost, freight, taxes (if any), storage costs, costs of permits and any other directly related costs.

14. The Service funding for this cooperative endeavor will be considered to be those funds deposited to the designated bank account in Tapachula, Chiapas, Mexico, and those costs as enumerated in paragraph C.2. of this agreement.

15. Mediterranean fruit fly sterile pupae produced as a result of this joint endeavor will be used as and where needed to the mutual benefit of both parties and according to priorities set forth for the prevention of establishment of Medfly in Mexico and its increase in Guatemala. Commitments for the use of sterile flies made prior to the initiation of this agreement will be honored if mutually agree to by both parties. If an infestation of Medfly is found in the United States of America and the Service decides to use sterile Mediterranean fruit flies, it can receive 20 percent of the weekly production of the laboratory in Metapa, Chiapas, México and such

surplus over 20 percent that may be available, immediately. If additional pupae is required by the Service, the amount to be shipped to the United States of America will be determined mutually (up to 200 million per week) and the Service will provide additional funds for personnel and equipment to increase production to a level at which those flies will be available for use in the United States each week without adversely affecting the program in Mexico and Guatemala. The work and financial plans will be adjusted accordingly.

16. The Service shall not provide reimbursement to the Cooperator for any capital improvements made during the effective period of this agreement, except as provided for in the approved work and financial plans.

17. Financial responsibility to be assumed by each party shall be subject to appropriation of funds available to legally cover Program expenses.

18. The results of the work herein outlined may be published jointly by the Cooperator and the Service, or by either party, and shall be submitted to the other party for suggestions and approval prior to publication. In the event of disagreement, either party may publish results on its own responsibility, giving proper acknowledgement of cooperation.

19. In the event the costs of the program under this agreement are increased or decreased, the total contribution of the parties may be adjusted as mutually agreed upon in advance by the parties hereto as stipulated in a revised written work and financial plans.

20. All equipment purchased and installed by the Service under the cooperative agreement of August 17, 1978, between the Cooperator and the Service for the cooperative construction and operation of the laboratory at Metapa, Chiapas, México, will remain the property of the Service.

21. The patent provision applicable to this agreement, shall be in accordance with Exhibit A, attached hereto and made a part thereof.

22. The Service, the United States and all of its officers and employees shall not be liable to the Cooperator for the loss of or damage to any equipment or other property of any kind owned, leased, operated or in the possession or control of the Cooperator or of any officers, employees, or agents, or cooperators of the Cooperator. The Service, the United States and all of its officers and employees shall not be liable to the Cooperator for the death or injury of any of the Cooperator's officers, employees, agents or any other individuals as a result of activities authorized or described by this agreement. The Cooperator shall hold the Service, the United States and all of its officers and employees harmless from liability of any kind or nature including liability arising under the Federal Employees Compensation Act arising from any activities authorized by or described in this agreement, except for liability arising from the negligent act or omission of an employee of the United States Department of Agriculture. In order to hold the Service, the United States and all of its officers and employees harmless, the Cooperator agrees to indemnify the Service, the United States and all of its officers and employees for all liability and costs including the cost of any judgment and the legal and other costs of the defense of the litigation for all liability arising out of the activities authorized by or described in this agreement except for liability arising from the negligent act or omission of any employee of the United States.

23. That the Comptroller General of the United States or any of his duly authorized representatives and duly authorized representatives of the United States Department of Agriculture shall, until expiration of three years after final payment under this agreement, have access to and the right to

examine pertinent books, documents, papers, and records of the Cooperator involving transactions related to this agreement. This same right is extended identically to the Secretary of State and to the Agencies of the Secretaria de Agricultura y Recursos Hidraulicos de México involved in the management of funds.

24. No member of or delegate to the U. S. Congress, Resident Commissioner, or Mexico Parliamentary officials shall be admitted to any share or part of this agreement or to any benefit to arise therefrom; unless it be made with a corporation for its general benefit.

25. This agreement shall become effective upon date of final signature and shall continue in force until September 30, 1982, subject to renewal in writing by the parties hereto from year to year. Further, this agreement may be amended at any time by mutual agreement of the parties hereto in writing. Either party may terminate this agreement upon 60 day's notice in writing to the other party.

26. Upon termination of the cooperative program, any and all equipment purchased through the use of funds of the Service, including such equipment purchased under the agreement of August 17, 1978, will be returned to the Service subject to its disposition. In addition, the Service at the request of the Cooperator agrees to sell its equipment to the Cooperator, all or in part and at the price to be agreed upon through joint evaluation.

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE

D. Scott Campbell [1] 10/22/81
Date

SECRETARIA DE AGRICULTURA Y RECURSOS
HIDRAULICOS DE MEXICO
DIRECCION GENERAL DE SANIDAD VEGETAL

[2] Oct. 22/81
Date

[1] D. Scott Campbell.
[2] Jorge G. San Perio.

EXHIBIT A

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE

PATENT PROVISION

Any invention resulting from this cooperative work and made jointly by an employee or employees of the United States Department of Agriculture and the cooperator or an employee or employees of the cooperator shall be fully disclosed, either by publication or by patenting in the United States, and any such United States patent shall either be dedicated to the free use of the people in the territory of the United States or be assigned to the United States of America or be assigned to the cooperator, as may be mutually agreed upon by the parties hereto, provided, that in the event of assignment to the cooperator, the Government shall receive an irrevocable, nonexclusive, royalty-free license under the patent; throughout the world, to practice the invention for all governmental purposes, and, provided further, that nonexclusive, royalty-free licenses shall be issued by the cooperator to any and all applicants technically competent to make use of the patent, provided, that, where the assignment is to the Government, it shall be of the domestic patent rights. Where the domestic patent rights are so assigned, the United States Department of Agriculture shall have an option to acquire the foreign patent rights in the invention on which an application for a United States patent is filed, for any particular foreign country, said option to expire in the event that the Government fails to cause an application to be filed in any such country on behalf of the Government or determines not to seek a patent in such country within six months after the filing of the application for a United States patent on the invention. Where the domestic patent rights are assigned to the Government, but the foreign patent rights are retained by an employee, the employee shall grant to the Government a nonexclusive, irrevocable, royalty-free license in any patent which may issue thereon in any foreign country, including the power to issue sub-licenses for use in behalf of the Government and/or in furtherance of the foreign policies of the Government, and said license shall also include the power to sublicense American licensees under Government-owned United States patents to practice the invention without payment of royalty or other restriction in any foreign country wherein a corresponding patent may issue to the employee or his foreign assignee. Any invention made independently by an employee or employees of the United States Department of Agriculture or by the cooperator or an employee or employees of the cooperator shall be disposed of in accordance with the policy of the United States Department of Agriculture or the cooperator, respectively, provided, that in the event the invention is made solely by an employee or employees of the cooperator, the cooperator shall grant or shall obtain from the assignee of any patent issued on said invention an irrevocable, nonexclusive, world-wide, royalty-free license for the Government, for all governmental purposes, and provided further, in the event the invention is made solely by an employee or employees of the cooperator, that unless the cooperator or his assignee has taken effective steps within three years after a patent issues on the invention to bring the invention to the point of practical application or has made the invention available for licensing royalty-free or on terms that are reasonable in the circumstances, or can show cause why he should retain the principal or exclusive rights for a further period of time, the Government shall have the right to require the granting of a license to an applicant on a nonexclusive, royalty-free basis.

APHIS FORM 18
JUNE 1972

No.12-16-5-2478

ACUERDO COOPERATIVO

entre

SECRETARIA DE AGRICULTURA Y RECURSOS HIDRAULICOS DE MEXICO
DIRECCION GENERAL DE SANIDAD VEGETAL

y

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
PLANT PROTECTION AND QUARANTINE

EL PRESENTE ACUERDO, efectuado y celebrado por y entre la Secretaría de Agricultura y Recursos Hidráulicos de México, Dirección General de Sanidad Vegetal, de aquí en adelante denominado el Cooperador, y el United States Department of Agriculture, Animal and Plant Health Inspection Service, Plant Protection and Quarantine, de aquí en adelante denominado el Servicio.

CONDIERANDO, que el Servicio tiene autorización conforme al Acta del 21 de septiembre de 1944, modificada (7 U.S.C.147a) para colaborar con gobiernos de los países del hemisferio occidental o con las autoridades locales que de ahí efectúen los estudios necesarios y control de opraciones en aquellos países relacionados con la detección, erradicación, supresión, control y prevención o retraso de la diseminación de plagas de las plantas, incluyendo la Mosca de la Fruta del Mediterráneo; y

CONSIDERANDO, que se celebró un Memorándum de Entendimiento entre las partes aquí mencionadas, con fecha del 8 de febrero de 1973 para cubrir los esfuerzos cooperativos con el fin de proteger las cosechas del daño de plagas y enfermedades vegetales en la República de México y en los Estados Unidos de Norteamérica, a través de la ejecución de programas cooperativos; y

CONSIDERANDO, que debido a la creciente actividad en torno al esfuerzo cooperativo para detener la diseminación hacia el norte de la Mosca de la Fruta del Mediterráneo (Ceratitis capitata Wied.)el Memorándum de Entendimiento de 1973 fué modificado con fecha del 9 de octubre de 1973 y 15 de julio de 1976, con el fin de reflejar dicha creciente actividad; y

CONSIDERANDO, que es la intención de las partes que el presente acuerdo invalide el Acuerdo No. 1216-5-1047 del 17 de Agosto de 1978; y

CONSIDERANDO, que los objetivos de este Acuerdo Cooperativo son fomentar la acción que proveerá actividades específicas al y por el Servicio, el Cooperador y todas aquellas partes interesadas en relación a la Mosca de la Fruta del Mediterráneo, y proveer servicios que contribuirán a la ejecución del programa cooperativo de erradicación de la Mosca de la Fruta del Mediterráneo; y

CONSIDERANDO, que se requiere la promoción de las metas del Programa en cuanto a la asignación de la administración cotidiana de las actividades contra la Mosca de la Fruta del Mediterráneo en el Estado de Chiapas a los funcionarios del Cooperador; y

CONSIDERANDO, que el Cooperador cuenta con o tiene acceso a instalaciones, y tiene o puede obtener personal y equipo mutuamente satisfactorio a ambas partes para desarrollar este trabajo; y

CONSIDERANDO, que es la intención de las partes aquí mencionadas que la colaboración cubierta por el presente acuerdo resulte en el beneficio mutuo de los -- pueblos de México y de los Estados Unidos de Norteamérica;

POR LO QUE, para y en consideración de las promesas y mutuos pactos aquí contenidos, las partes aquí mencionadas acuerdan mutuamente, lo siguiente:

A. El Cooperador Acuerda:

1. Administrar y operar el Laboratorio de la Mosca de la Fruta del Mediterráneo ubicado en Metapa,Chiapas, México, de acuerdo con los planes de producción mutuamente convenidos, para la cría y esterilización de 500 millones de pupas de la Mosca de la Fruta del Mediterráneo por semana para su liberación en el campo.

2. Proveer libre acceso al laboratorio para el personal del Servicio designado a trabajar en dicha instalación, sujeto únicamente a las restricciones conjuntamente acordadas con anticipación. Proporcionar alojamiento ubicado dentro de los terrenos del laboratorio para el Co-Director. Proporcionar - espacio para oficinas para todo el personal del Servicio en una ubicación que resulte la más ventajosa para la consecución de sus deberes.

3. Designar un funcionario, mutuamente aceptable, como representante autorizado del Cooperador, que actuará como Coordinador del Proyecto para todos los asuntos pertinentes a este Programa Cooperativo.

4. Proporcionar personal para la operación de campo en el estado de Chiapas, México, que desarrollará las actividades del programa estipuladas en el - Plan de Trabajo a que hace referencia en el párrafo C.2 del presente acuerdo.

5. Proveer financiamiento para las operaciones del laboratorio y del campo en el Estado de Chiapas, México, hasta por la suma convenida como se estipula en el Plan de Financiamiento a que se hace referencia en el Párrafo C.2 de este acuerdo.

6. Establecer y conservar en Tapachula,Chiapas, México, una oficina central - administrativa que será responsable de todas las funciones de compra, personal, financiamiento y registro de la operación del laboratorio y del campo en el Estado de Chiapas, México, como se estipula en el presente acuerdo.

7. Presentar al Servicio, informes narrativos, estadísticos y financieros concernientes a la producción del laboratorio, las operaciones en el campo y los servicios administrativos en el Estado de Chiapas, México. Dichos informes serán de conformidad a los planes de trabajo y financieros estipulados en el párrafo C.2 del presente acuerdo. El Servicio proveerá el formato necesario y efectuará una auditoría cada tres meses.

8. Solicitar a la oficina administrativa de Tapachula,Chiapas, México, la revisión y supervisión sobre el uso de y la necesidad para financiamiento, y solicitará periódicamente al Servicio que deposite en la cuenta bancaria de Tapachula, Chiapas, México, su aportación de fondos necesaria para el respaldo de las operaciones durante períodos que no excederán de 60 días a partir de la fecha de solicitud. Se conservará un programa de depósitos para justificar las solicitudes.

9. Proveer todo el mantenimiento de propiedad no consumible aportada por el Servicio y permitir libre acceso a la misma en todo momento al personal designado por el Servicio con el propósito de asegurar su uso adecuado.

10. Procurar todos los aprovisionamientos, equipo y servicios (incluyendo -- servicios de construcción) para mantener la operación; excepto aquellos artículos de difícil obtención para el cooperador en México o disponibles a un costo prohibitivo (+ 25% sobre los costos en Estados Unidos). En tal situación, el Servicio, previa solicitud por escrito del Cooperador, asistirá en la compra de tales artículos con los fondos disponibles bajo este acuerdo.

11. Proporcionar, a través del gobierno de México la libre entrada de todas - las provisiones y equipo aportado por el Servicio adquirido para el programa de la Mosca de la Fruta del Mediterráneo bajo este acuerdo, sujetándose a las Leyes vigentes y a la autorización de las autoridades correspondientes.

12. Proveer transporte de todas las provisiones y equipo hasta Chiapas desde la fuente de origen, si fueron adquiridos por el Cooperador, o en el caso de ser adquiridos por el Servicio, desde un lugar mutuamente convenido en la frontera México-Norteamericana.

B. El Servicio Acuerda:

1. Proveer financiamiento para las operaciones del laboratorio y del campo en el Estado de Chiapas, México, en las cantidades convenidas y estipuladas - en el plan de financiamiento a que se hace referencia en el párrafo C.2 - del presente acuerdo.

2. Depositar en una cuenta bancaria designada en Tapachula,Chiapas,México, - los fondos según se acuerde en el plan financiero estipulado en el párrafo C.2 . Los depósitos se efectuarán para cubrir operaciones contra la Mosca de la Fruta del Mediterráneo en el Estado de Chiapas, México, por períodos que no excederán 60 días. El depósito de los fondos estará sujeto a la - - asignación de fondos por parte del Congreso de los Estados Unidos de Norteamérica para el depósito de control y erradicación de la Mosca de la Fruta del Mediterráneo para el período de octubre 1o. de 1981 a septiembre 30 de 1982 y no excederá la cantidad en dólares especificada en el plan de trabajo y financiero a que se refiere el párrafo C.2 .

3. Utilizar las instalaciones para la procuración de provisiones y/o equipo - en los Estados Unidos de Norteamérica según se juzgue necesario como se estipula en la sección A.10 y de acuerdo al plan financiero como se declara en el párrafo C.2 del presente acuerdo.

4. Proporcionar empleados que laborarán en calidad de Consultores Técnicos de campo pa-a las operaciones de campo en el Estado de Chiapas, México. El funcionario de más alta graduación actuará como representante autorizado del Servicio.

5. Proporcionar un Co-Director de Laboratorio, un Ingeniero y un Técnico para el laboratorio de Metapa.

6. El Servicio proveerá por su cuenta, técnicos expertos adicionales para -- consulta en el lugar que involucre consejo mecánico o científico cuando se acuerde mutuamente que tales expertos beneficiarán al programa.

7. Proveer formato de reporte necesario para los reporte financieros de la - Oficina Administrativa en Tapachula y efectuar una revisión de estos registros cada tres meses.

C. Se entiende y acuerda mutuamente

1. Que las partes del Acuerdo Cooperativo, cooperarán para el mejor interés - de los productores agrícolas y el público en general y de los países de México y Estados Unidos.

2. Que las partes cooperantes desarrollarán y proporcionarán mutuamente planes de trabajo y financieros para la conducción del programa contra la Mosca de la Fruta del Mediterráneo, mismos que describirán los planes generales para el desarrollo y financiamiento del programa de acuerdo a normas - establecidas a satisfacción del Cooperador y del Servicio.

3. Que un Consejo de Comité Técnico, con la participación de un máximo de tres representantes de cada parte, será formado para evaluar y recomendar modificaciones.

4. Que la operación del laboratorio será bajo la dirección conjunta del Director y el Co-Director. En caso de que el Director y el Co-Director no estén de acuerdo con respecto a la interpretación o aplicación del presente instrumento internacional, se turnará el asunto al Consejo del Comité Técnico. Si el Consejo del Comité Técnico no está de acuerdo, el problema será resuelto a través del Secretario de Agricultura y Recursos Hidráulicos de México y el Secretario de Agricultura de Estados Unidos.

5. Que se programarán reuniones semanales con la participación de los representantes de las partes cooperantes. La minuta de dichas reuniones será conservada por el Cooperador y distribuída a ambas partes. De ser necesario, los planes de trabajo y financiamiento se modificarán durante dichas reuniones siempre que dichos cambios no entren en conflicto con la guía y consejo del Consejo del Comité Técnico.

6. Que hasta el máximo posible, toda adquisición se efectuará en base competitiva, de manera prudente, y de acuerdo con todas las leyes en vigor en México y en los Estados Unidos de Norteamérica, según sea apropiado.

7. Se permitirá a los empleados designados por el Servicio, laborar en calidad de Consejeros Técnicos para operaciones en el campo en el Estado de Chiapas, México.

8. Que el Cooperador y el Servicio coordinarán visitas por medio de personal - oficial a aquellas personas que no estén asignadas regularmente a este proyecto.

9. Que ambas partes, conjuntamente, tomarán las medidas de seguridad para prevenir el escape y/o robo de ejemplares en cualquier estadío biológico de Mosca de la Fruta del Mediterráneo.

10. Que el personal mexicano empleado por el Servicio en el Estado de Chiapas, México e identificado por el Servicio en el momento de la firma del presente acuerdo, podrá, sin interrumpir sus labores, gozar la opción de:

    (1) Permanecer como empleado del USDA en una localidad alternativa que será determinada por el Servicio; o

    (2) transferirse a un empleo del Cooperador en el Estado de Chiapas, México, de similar categoría, sueldo y prestaciones.

    Estas opciones serán válidas a los empleados afectados, hasta el 31 de diciembre de 1981. Después de esta fecha, serán retirados de la nómina del Servicio.

11. Emplear personal mutuamente aceptable al Cooperador y al Servicio.

12. Los fondos proporcionados por el Servicio no serán utilizados para la adquisición de cualquier equipo no consumible sin previa autorización específica del Servicio. El equipo no consumible adquirido con fondos del Cooperador, permanecerá en propiedad del Cooperador, sujeto a su disposición De igual manera, el equipo no consumible adquirido con fondos proporcionados por el Servicio,permanecerá en propiedad del Servicio, sujeto a su disposición.

13. Que el valor del equipo y/o provisiones proporcionados por cualquiera de las partes deberá incluír costo de adquisición, flete, impuestos (en su caso), costo de almacenaje, costo de permisos (en su caso) y cualquier otro costo directo relacionado.

14. El financiamiento del USDA para este esfuerzo cooperativo será considerado como los fondos que se depositen en la cuenta bancaria designada en Tapachula, Chiapas, México, así como los costos enumerados en el párrafo C.2 de este acuerdo.

15. Que las pupas estériles de Mosca de la Fruta del Mediterráneo producidas como resultado de este esfuerzo conjunto, se utilizarán como y en donde se requiera para beneficio mutuo de ambas partes y de acuerdo con las prioridades establecidas para la prevención del arraigo de la Moscamed en México y su incremento en Guatemala. Los compromisos para el uso de las moscas estériles adquiridos previo a la iniciación de este acuerdo, se respetarán si es acordado mutuamente por ambas partes. De encontrarse una infestación de Mosca del Mediterráneo en los Estados Unidos de Norteamérica y el Servicio decida utilizar la Mosca del Mediterráneo Estéril, podrá recibir 20% de la producción semanal del laboratorio en Metapa,Chiapas,México y del excedente del 20% que se encuentre disponible, inmediatamente. De requerirse pupas adicionales por el Servicio, la cantidad a embarcarse a los Estados Unidos será determinada mutuamente (hasta 200 millones por semana) y el Servicio proveerá financiamiento adicional para personal y equipo necesario para el incremento en producción al nivel en el cual las moscas estén disponibles para su uso en los Estados Unidos cada semana sin afectar adversamente el programa en México y Guatemala. El plan de trabajo y financiamiento se ajustarán en forma correspondiente.

16. El Servicio no reembolsará al Cooperador ninguna mejora en bienes de capital efectuada durante el período en que esté en vigor el acuerdo, excepto el proporcionado en los planes de trabajo y financieros aprobados.

17. La responsabilidad financiera asumida por cada parte, deberá estar sujeta a la asignación de fondos disponibles para cubrir legalmente los gastos del programa.

18. Los resultados del trabajo aquí descrito pueden ser publicados conjuntamente por el Cooperador y el Servicio, o por cualquiera de las partes, y serán presentados a la otra parte para sugerencias y aprobación previa a la publicación. En el caso de desacuerdo, cada parte podrá publicar los resultados bajo su propia responsabilidad, dando crédito adecuado a la colaboración.

19. En el caso de que los costos del programa objeto de este acuerdo aumenten o disminuyan, la contribución total de las partes puede ajustarse según acuerdo mutuo anticipado entre las partes como se estipula en el plan de financiamiento revisado, por escrito.

20. Todo equipo comprado e instalado por el Servicio bajo el Acuerdo Cooperativo de Agosto 17, de 1978 entre el Cooperador y el Servicio para la construcción y operación cooperativa del laboratorio en Metapa, Chiapas, México, continuará siendo propiedad del Servicio.

21. La cláusula de patente aplicable a este acuerdo será de conformidad con el Anexo A,[1] adjunto y parte del mismo.

22. El Servicio, los Estados Unidos de Norteamérica y todos los funcionarios y empleados no serán responsables ante el Cooperador por la pérdida de o daño a cualquier equipo u otra propiedad de cualquier tipo, rentada, operada o en posesión o control del Cooperador o de cualquiera de sus funcionarios, empleados o agentes o colaboradores del Cooperador. El Servicio, los Estados Unidos de Norteamérica y todos sus funcionarios y empleados no serán responsables ante el Cooperador por la muerte o daño de cualquiera de los funcionarios, empleados, agentes o cualquier otro individuo del Cooperador como resultado de las actividades autorizadas o descritas por este acuerdo. El Cooperador liberará al Servicio, los Estados Unidos de Norteamérica y todos sus funcionarios y empleados de toda responsabilidad de cualquier clase o naturaleza incluyendo la responsabilidad surgida de la Ley Federal de Compensaciones a los Trabajadores (Federal Employees Compensation Act) que surja por cualquiera de las actividades autorizadas por, o descritas en este acuerdo, exceptuando la responsabilidad que surja de una acción negligente u omisión de un empleado del Departamento de Agricultura de los Estados Unidos. Con el fin de liberar al Servicio, los Estados Unidos de Norteamérica y todos sus funcionarios y empleados de toda responsabilidad, el Cooperador acuerda indemnizar al Servicio, los Estados Unidos de Norteamérica y todos sus funcionarios y empleados por todos los costos y responsabilidad incluyendo el costo de cualquier juicio y los costos de defensa y legales de litigios, por toda responsabilidad que surja de las actividades realizadas por o descritas en el presente acuerdo, exceptuando la responsabilidad que surja de una acción negligente u omisión de un empleado de los Estados Unidos de Norteamérica.

[1] Exhibit A, appended to the Spanish text, is in the English language. See p. 488, *supra*.

23. Que el Contralor General de los Estados Unidos de Norteamérica o cualquiera de sus representantes autorizados del Departamento de Agricultura de -- los Estados Unidos tendrá, hasta por tres años después del último pago efectuado bajo este acuerdo, acceso y derecho para examinar los libros, documentos, papeles y registros pertinentes del Cooperador que involucren transacciones relacionadas con este acuerdo. Este mismo derecho se hace extensivo idénticamente al Secretario de Estado y las dependencias de la Secretaría de Agricultura y Recursos Hidráulicos de México involucradas en el manejo de fondos.

24. Ningún miembro o delegado del Congreso de los Estados Unidos de Norteamérica, Comisionado Residente o funcionarios parlamentarios de México serán admitidos a porción alguna de este acuerdo o beneficio alguno surgido del mismo; a menos que se efectúe con una corporación para el beneficio general.

25. Este acuerdo entrará en vigor en la fecha de la última firma y continuará hasta el 30 de Septiembre de 1982, sujeto a renovación por escrito por las partes aquí mencionadas año con año. Además, este acuerdo puede ser modificado en cualquier momento por acuerdo mutuo de las partes aquí mencionadas, por escrito. Cualquiera de las partes puede dar por terminado este acuerdo previa notificación por escrito con 60 días de anticipación a la otra parte.

26. Una vez terminado el Programa Cooperativo, cualquier y todo el equipo comprado a través del uso de fondos del Servicio, incluyendo equipo comprado - bajo el acuerdo de agosto 17 de 1978, será regresado al Servicio y estará sujeto a su disposición. Además, el Servicio, a petición del Cooperador, acuerda vender su equipo, todo o en parte, y al precio acordado a través - de evaluación conjunta.

SECRETARIA DE AGRICULTURA Y RECURSOS HIDRAULICOS DE MEXICO
DIRECCION GENERAL DE SANIDAD VEGETAL

fecha

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
PLANT PROTECTION AND QUARANTINE

Oct. 23, 1981
fecha

MULTILATERAL

Intergovernmental Maritime Consultative Organization (IMCO)

Amendments to the convention of March 6, 1948;
Adopted by the IMCO Assembly at London November 14, 1975;
Transmitted by the President of the United States of America to the Senate May 3, 1979 (S. Ex. S, 96th Cong., 1st Sess.);
Reported favorably by the Senate Committee on Foreign Relations June 25, 1980 (S. Ex. Rept. No. 38, 96th Cong., 2d Sess.);
Advice and consent to ratification by the Senate July 2, 1980;
Acceptance approved by the President July 22, 1980;
Acceptance of the United States of America deposited with the Secretary-General of the United Nations August 28, 1980;
Proclaimed by the President August 5, 1982;
Entered into force May 22, 1982, except for article 51 which entered into force July 28, 1982.

By the President of the United States of America

A PROCLAMATION

Considering that:

Certain Amendments to the Convention on the Intergovernmental Maritime Consultative Organization signed at Geneva on March 6, 1948, were adopted on November 14, 1975 by resolution of the Assembly of the Intergovernmental Maritime Consultative Organization at its ninth session, a certified copy of which is hereto annexed;

The Senate of the United States of America by its resolution of July 2, 1980, two-thirds of the Senators present concurring therein, gave its advice and consent to acceptance of the Amendments;

The President of the United States of America approved acceptance of the Amendments on July 22, 1980, in pursuance of the advice and consent of the Senate;

The United States of America deposited its instrument of acceptance of the Amendments on August 28, 1980;

The Amendments entered into force for the United States of America on May 22, 1982, except for the Amendment of Article 51 which entered into force July 28, 1982;

NOW, THEREFORE, I, Ronald Reagan, President of the United States of America, proclaim and make public the Amendments, to the end that they be observed and fulfilled with good faith on and after May 22, 1982, and on and after July 28, 1982 for the Amendment of Article 51, by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have signed this proclamation and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this fifth day of August in the year of our Lord one thousand nine hundred eighty-two and of the Independence of the United States of America the two hundred seventh.

[SEAL]

RONALD REAGAN

By the President:
GEORGE P. SHULTZ
Secretary of State

INTER-GOVERNMENTAL MARITIME CONSULTATIVE ORGANIZATION

IMCO RESOLUTION A.358(IX) ADOPTED ON 14 NOVEMBER 1975

AMENDMENTS TO THE IMCO CONVENTION [1]

THE ASSEMBLY,

NOTING that the Convention on the Inter-Governmental Maritime Consultative Organization was adopted in March 1948 and entered into force in March 1958,

RECOGNIZING AND WELCOMING the increase in the size of the Organization and the important changes which have occurred in the work programme of the Organization and the methods necessary to discharge this work programme,

RECALLING the amendments to the Convention adopted from time to time in order to make the principal organs of the Organization more representative of the total membership and ensure equitable geographical representation of Member Governments on the Council,

RECOGNIZING NEVERTHELESS that after twenty-seven years, there is need to review the Convention in a comprehensive manner in the light of the way in which the Organization has performed its work,

RECALLING its Resolution A.317(ES.V) by which it decided to convene an Ad Hoc Working Group, open to all Member Governments, and charged with the mandate to study proposals on amendments

[1] TIAS 4044, 6285, 6490, 8606; 9 UST 621; 18 UST 1299; 19 UST 4855; 28 UST 4607.

to the IMCO Convention submitted by the Government of France, the comments made during the fifth extraordinary session of the Assembly and any other proposals which may be submitted to amend the IMCO Convention,

HAVING CONSIDERED the Report of the Ad Hoc Working Group, including the Working Group's recommendations on proposed amendments to the IMCO Convention,

HAVING ADOPTED at its ninth regular session, held in London from 3 to 14 November 1975, amendments to the Convention on the Inter-Governmental Maritime Consultative Organization, the texts of which are contained in the Annex to this Resolution, consisting of

(a) amendments to Articles 1, 3, 12, 16, 22, 24, 25, 26, 27, 29, 30, 33, 34, 38, 39, 42, 43, 52 and 55;

(b) the addition of a new Article 32 in Part VII;

(c) the addition of new Parts VIII and IX consisting of Articles 33 to 37 and 38 to 42;

(d) consequential renumbering of Parts VIII to XVII;

(e) consequential renumbering of Articles 33 to 63;

(f) consequential changes to the references in Articles 6, 7, 8, 9, and in Articles 53, 54, 56, 58, 59 and 60 as renumbered;

(g) a change in the title of the Convention,

REQUESTS the Secretary-General of the Organization to deposit the adopted amendments with the Secretary-General of the United Nations in accordance with Article 53 of the IMCO Convention and to receive declarations and instruments of acceptance as provided for in Article 54,

INVITES Member Governments to accept each amendment at the earliest possible date after receiving a copy thereof from the Secretary-General of the United Nations by communicating the appropriate instrument of acceptance to the Secretary-General.

ANNEX

AMENDMENTS TO THE CONVENTION ON THE INTER-GOVERNMENTAL MARITIME CONSULTATIVE ORGANIZATION

Title of the Convention and Preamble

The existing title of the Convention is replaced by the following:
CONVENTION ON THE INTERNATIONAL MARITIME ORGANIZATION
and the name of the Organization in the existing Preamble to the Convention is replaced by the following: International Maritime Organization.

Article 1

The existing text of paragraph (a) is replaced by the following:

The purposes of the Organization are:

(a) To provide machinery for co-operation among Governments in the field of governmental regulation and practices relating to technical matters of all kinds affecting shipping engaged in international trade; to encourage the general adoption of the highest practicable standards in matters concerning maritime safety, efficiency of navigation and the prevention and control of marine pollution from ships; and to deal with legal matters related to the purposes set out in this Article;

Article 3

The existing text is replaced by the following:

In order to achieve the purposes set out in Part I, the Organization shall:

(a) Subject to the provisions of Article 4, consider and make recommendations upon matters arising under Article 1(a), (b) and (c) that may be remitted to it by Members, by any organ or specialized agency of the United Nations or by any other inter-governmental organization or upon matters referred to it under Article 1(d);

(b) Provide for the drafting of conventions, agreements, or other suitable instruments, and recommend these to Governments and to inter-governmental organizations, and convene such conferences as may be necessary;

(c) Provide machinery for consultation among Members and the exchange of information among Governments;

(d) Perform functions arising in connexion with paragraphs (a), (b) and (c) of this Article, in particular those assigned to it under international instruments relating to maritime matters.

Article 12

The existing text is replaced by the following:

The Organization shall consist of an Assembly, a Council, a Maritime Safety Committee, a Legal Committee, a Marine Environment Protection Committee and such subsidiary organs as the Organization may at any time consider necessary; and a Secretariat.

Article 16

The existing text is replaced by the following:

The functions of the Assembly shall be:

(a) To elect at each regular session from among its Members, other than Associate Members, its President and two Vice-Presidents who shall hold office until the next regular session;

(b) To determine its own Rules of Procedure except as otherwise provided in the Convention;

(c) To establish any temporary or, upon recommendation of the Council, permanent subsidiary bodies it may consider to be necessary;

(d) To elect the Members to be represented on the Council as provided in Article 18;

(e) To receive and consider the reports of the Council, and to decide upon any question referred to it by the Council;

(f) To approve the work programme of the Organization;

(g) To vote the budget and determine the financial arrangements of the Organization, in accordance with Part XI;

(h) To review the expenditures and approve the accounts of the Organization;

(i) To perform the functions of the Organization, provided that in matters relating to Article 3(a) and (b), the Assembly shall refer such matters to the Council for formulation by it of any recommendations or instruments thereon; provided further that any recommendations or instruments submitted to the Assembly by the Council and not accepted by the Assembly shall be referred back to the Council for further consideration with such observations as the Assembly may make;

(j) To recommend to Members for adoption regulations and guidelines concerning maritime safety and the prevention and control of marine pollution from ships or amendments to such regulations and guidelines which have been referred to it;

(k) To take decisions in regard to convening any international conference or following any other appropriate procedure for the adoption of international conventions or of amendments to any international conventions which have been developed by the Maritime Safety Committee, the Legal Committee, the Marine Environment Protection Committee, or other organs of the Organization;

(l) To refer to the Council for consideration or decision any matters within the scope of the Organization, except that the function of making recommendations under paragraph (j) of this Article shall not be delegated.

Article 22

(i) A new paragraph (a) is added as follows:

(a) The Council shall consider the draft work programme and budget estimates prepared by the Secretary-General in the light of the proposals of the Maritime Safety Committee, the Legal Committee, the Marine Environment Protection Committee and other organs of the Organization and, taking these into account, shall establish and submit to the Assembly the work programme and budget of the Organization, having regard to the general interest and priorities of the Organization.

(ii) Existing paragraph (a) is renumbered as paragraph (b) and the existing text is replaced by the following:

(b) The Council shall receive the reports, proposals and recommendations of the Maritime Safety Committee, the Legal Committee and the Marine Environment Protection Committee and other organs of the Organization and shall transmit

them to the Assembly and, when the Assembly is not in session, to the Members for information, together with the comments and recommendations of the Council.

(iii) The existing paragraph (b) is renumbered as paragraph (c) and the existing text is replaced by the following:

(c) Matters within the scope of Articles 29, 34 and 39 shall be considered by the Council only after obtaining the views of the Maritime Safety Committee, the Legal Committee or the Marine Environment Protection Committee, as may be appropriate.

Article 24

The existing text is replaced by the following:

The Council shall make a report to the Assembly at each regular session on the work performed by the Organization since the previous regular session of the Assembly.

Article 25

The existing text is replaced by the following:

The Council shall submit to the Assembly financial statements of the Organization, together with the Council's comments and recommendations.

Article 26

(i) The existing text is renumbered as paragraph (a) and the Part referred to therein is changed to PART XIV.

(ii) A new paragraph (b) is added as follows:

(b) Having regard to the provisions of Part XIV and to the relations maintained with other bodies by the respective Committees under Articles 29, 34 and 39, the Council shall, between sessions of the Assembly, be responsible for relations with other organizations.

Article 27

The existing text is replaced by the following:

Between sessions of the Assembly, the Council shall perform all the functions of the Organization, except the function of making recommendations under Article 16(j). In particular, the Council shall coordinate the activities of the organs of the Organization and may make such adjustments in the work programme as are strictly necessary to ensure the efficient functioning of the Organization.

Article 29

The existing text is replaced by the following:

(a) The Maritime Safety Committee shall consider any matter within the scope of the Organization concerned with aids to navigation, construction and equipment of vessels, manning from a safety standpoint, rules for the prevention of collisions, handling of dangerous cargoes, maritime safety procedures and requirements, hydrographic information, log-books

and navigational records, marine casualty investigation salvage and rescue, and any other matters directly affecting maritime safety.

(b) The Maritime Safety Committee shall provide machinery for performing any duties assigned to it by this Convention, the Assembly or the Council, or any duty within the scope of this Article which may be assigned to it by or under any other international instrument and accepted by the Organization.

(c) Having regard to the provisions of Article 26, the Maritime Safety Committee, upon request by the Council or if it deems such action useful in the interests of its own work, shall maintain such close relationship with other bodies as may further the purposes of the Organization.

Article 30

The existing text is replaced by the following:

The Maritime Safety Commission shall submit to the Council:

(a) Proposals for safety regulations or for amendments to safety regulations which the Committee has developed;

(b) Recommendations and guidelines which the Committee has developed;

(c) A report on the work of the Committee since the previous session of the Council.

New Article 32

A new Article 32 is added at the end of PART VII, as follows:

Notwithstanding anything to the contrary in this Convention but subject to the provisions of Article 28, the Maritime Safety Committee when exercising the functions conferred upon it by or under any international convention or other instrument, shall conform to the relevant provisions of the convention or instrument in question, particularly as regards the rules governing the procedure to be followed.

New Parts (VIII) and (IX)

New PARTS (VIII and IX) are added after the existing PART VII as follows:

PART VIII—LEGAL COMMITTEE

Article 33

The Legal Committee shall consist of all the Members.

Article 34

(a) The Legal Committee shall consider any legal matters within the scope of the Organization.

(b) The Legal Committee shall take all necessary steps to perform any duties assigned to it by this Convention or by the Assembly or the Council, or any duty within the scope of this Article which may be assigned to it by or under any other international instrument and accepted by the Organization.

(c) Having regard to the provisions of Article 26, the Legal Committee, upon request by the Council or, if it deems such action useful in the interests of its own work shall maintain such close relationship with other bodies as may further the purposes of the Organization.

Article 35

The Legal Committee shall submit to the Council:

(a) drafts of international conventions and of amendments to international conventions which the Committee has developed;

(b) a report on the work of the Committee since the previous session of the Council.

Article 36

The Legal Committee shall meet at least once a year. It shall elect its officers once a year and shall adopt its own Rules of Procedure.

Article 37

Notwithstanding anything to the contrary in this Convention, but subject to the provisions of Article 33, the Legal Committee, when exercising the functions conferred upon it by or under any international convention or other instrument, shall conform to the relevant provisions of the convention or instrument in question, particularly as regards the rules governing the procedures to be followed:

PART IX—THE MARINE ENVIRONMENT PROTECTION COMMITTEE

Article 38

The Marine Environment Protection Committee shall consist of all the Members.

Article 39

The Marine Environment Protection Committee shall consider any matter within the scope of the Organization concerned with the prevention and control of marine pollution from ships and in particular shall:

(a) perform such functions as are or may be conferred upon the Organization by or under international conventions for the prevention and control of marine pollution from ships, particularly with respect to the adoption and amendment of regulations or other provisions, as provided for in such conventions;

(b) consider appropriate measures to facilitate the enforcement of the conventions referred to in paragraph (a) above;

(c) provide for the acquisition of scientific, technical and any other practical information on the prevention and control of marine pollution from ships for dissemination to States, in par-

ticular to developing countries and, where appropriate, make recommendations and develop guidelines;

(d) promote co-operation with regional organizations concerned with the prevention and control of marine pollution from ships, having regard to the provisions of Article 26;

(e) consider and take appropriate action with respect to any other matters falling within the scope of the Organization which would contribute to the prevention and control of marine pollution from ships including co-operation on environmental matters with other international organizations, having regard to the provisions of Article 26.

Article 40

The Marine Environmental Protection Committee shall submit to the Council:

(a) proposals for regulations for the prevention and control of marine pollution from ships and for amendments to such regulations which the Committee has developed;

(b) recommendations and guidelines which the Committee has developed;

(c) a report on the work of the Committee since the previous session of the Council.

Article 41

The Marine Environment Protection Committee shall meet at least once a year. It shall elect its officers once a year and shall adopt its own Rules of Procedure.

Article 42

Notwithstanding anything to the contrary in this Convention, but subject to the provisions of Article 38, the Marine Environment Protection Committee, when exercising the functions conferred upon it by or under any international convention or other instrument, shall conform to the relevant provisions of the convention or instrument in question, particularly as regards the rules governing the procedures to be followed.

The existing PARTS VIII through XVII are re-numbered accordingly as PARTS X through XIX.

The existing Articles 33 through 63 are renumbered accordingly as Articles 43 through 73.

Article 33 (renumbered as Article 43)

The existing text is replaced by the following:

The Secretariat shall comprise the Secretary-General and such other personnel as the Organization may require. The Secretary-General shall be the chief administrative officer of the Organization and shall, subject to the provisions of Article 23, appoint the above-mentioned personnel.

Article 34 (renumbered as Article 44)

The existing text is replaced by the following:

The Secretariat shall maintain all such records as may be necessary for the efficient discharge of the functions of the Organization and shall prepare, collect and circulate the papers, documents, agenda, minutes and information that may be required for the work of the Organization.

Article 38 (renumbered as Article 48)

The existing text is replaced by the following:

The Secretary-General shall assume any other functions which may be assigned to him by the Convention, the Assembly or the Council.

Article 39 (renumbered as Article 49)

The existing text is replaced by the following:

Each member shall bear the salary, travel and other expenses of its own delegation to the meetings held by the Organization.

Article 42 (renumbered as Article 52)

The existing text is replaced by the following:

Any Member which fails to discharge its financial obligation to the Organization within one year from the date on which it is due, shall have no vote in the Assembly, the Council, the Maritime Safety Committee, the Legal Committee or the Marine Environment Protection Committee unless the Assembly, at its discretion, waives this provision.

Article 43 (renumbered as Article 53)

The existing text is replaced by the following:

Except as otherwise provided in the Convention or in any international agreement which confers functions on the Assembly, the Council, the Maritime Safety Committee, the Legal Committee or the Marine Environment Protection Committee, the following provisions shall apply to voting in these organs:

(a) Each Member shall have one vote.

(b) Decisions shall be by a majority vote of the Members present and voting and, for decisions where a two-thirds majority vote is required, by a two-thirds majority vote of those present.

(c) For the purpose of the Convention, the phrase "Members present and voting" means "Members present and casting an affirmative or negative vote". Members which abstain from voting shall be considered as not voting.

Article 52 (renumbered as Article 62)

The existing text is replaced by the following:

Texts of proposed amendments to the Convention shall be communicated by the Secretary-General to Members at least six months in advance of their consideration by the Assembly. Amendments shall be adopted by a two-thirds majority vote of the Assembly. Twelve months after its acceptance by two-thirds of the Members of the Organization, other than Associate Members, each

amendment shall come into force for all Members except those which, before it comes into force, make a declaration that they do not accept the amendment. The Assembly may by a two-thirds majority vote determine at the time of its adoption that an amendment is of such a nature that any Member which has made such a declaration and which does not accept the amendment within a period of twelve months after the amendment comes into force shall, upon the expiration of this period, cease to be a party to the Convention.

Article 55 (renumbered as Article 65)

The existing text is replaced by the following:

Any question or dispute concerning the interpretation or application of the Convention shall be referred to the Assembly for settlement, or shall be settled in such other manner as the parties to the dispute may agree. Nothing in this Article shall preclude any organ of the Organization from settling any such question or dispute that may arise during the exercise of its functions.

The Articles referred to in the following Articles are changed as follows:

Article 6: The reference to Article 57 is changed to Article 67

Article 7: The reference to Article 57 is changed to Article 67

Article 8: The reference to Article 57 is changed to Article 67

Article 9: The reference to Article 58 is changed to Article 68

Articles 53 and 54 (renumbered as Articles 63 and 64): The references to Article 52 are changed to Article 62

Article 56 (renumbered as Article 66): The reference to Article 55 is changed to Article 65

Article 58 (renumbered as Article 68): The reference in paragraph (d) to Article 57 is changed to Article 67

Article 59 (renumbered as Article 69): The reference in paragraph (b) to Article 58 is changed to Article 68

Article 60 (renumbered as Article 70): The reference to Article 57 is changed to Article 67.

ORGANISATION INTERGOUVERNEMENTALE CONSULTATIVE DE LA NAVIGATION MARITIME

OMCI RESOLUTION A.358(IX) ADOPTÉE LE 14 NOVEMBRE 1975

AMENDEMENTS A LA CONVENTION PORTANT CREATION DE L'OMCI

L'ASSEMBLEE,

76-477 O - 88 - 17

NOTANT que la Convention portant création de l'Organisation intergouvernementale consultative de la navigation maritime a été adoptée en mars 1948 et est entrée en vigueur en mars 1958,

NOTANT AVEC SATISFACTION l'augmentation du nombre des Membres de l'Organisation et les changements importants qui sont intervenus dans le programme de travail de l'Organisation et dans les méthodes nécessaires pour exécuter ce programme de travail,

RAPPELANT les amendements à la Convention adoptés à plusieurs reprises pour rendre les principaux organes de l'Organisation plus représentatifs de la totalité des Membres et pour garantir que les Gouvernements Membres sont représentés au Conseil selon une répartition géographique équitable,

RECONNAISSANT NEANMOINS qu'après vingt-sept ans, il est nécessaire de revoir la Convention de manière approfondie en tenant compte de la façon dont l'Organisation s'est acquittée de sa tâche,

RAPPELANT sa résolution A.317(ES.V) par laquelle elle a décidé de convoquer un Groupe de travail ad hoc ouvert à tous les Gouvernements Membres et ayant le mandat d'étudier les propositions du Gouvernement français visant à modifier la Convention portant création de l'OMCI ainsi que les observations formulées au cours de la cinquième session extraordinaire de l'Assemblée et toute autre proposition qui pourrait être soumise en vue de modifier la Convention portant création de l'OMCI,

AYANT EXAMINE le rapport du Groupe de travail ad hoc, y compris les recommandations du Groupe de travail sur les propositions d'amendements à la Convention portant création de l'OMCI,

AYANT ADOPTE lors de sa neuvième session ordinaire, qui s'est tenue à Londres du 3 au 14 novembre 1975, les amendements à la Convention portant création de l'Organisation intergouvernementale consultative de la navigation maritime dont le texte est reproduit dans l'annexe de la présente résolution et qui comprennent:

a) des amendements aux articles 1, 3, 12, 16, 22, 24, 25, 26, 27, 29, 30, 33, 34, 38, 39, 42, 43, 52 et 55;

b) l'adjonction d'un nouvel article 32 dans la partie VII;

c) l'adjonction de nouvelles parties VIII et IX qui comprennent les articles 33 à 37 et 38 à 42;

d) la nouvelle numérotation correspondante des parties VIII à XVII;

e) la nouvelle numérotation correspondante des articles 33 à 63;

f) les modifications qu'il a été nécessaire d'apporter aux références qui figurent dans les articles 6, 7, 8 et 9 et dans les articles 53, 54, 56, 58, 59 et 60, tels qu'ils ont été renumérotés;

g) une modification du titre de la Convention,

PRIE le Secrétaire général de l'Organisation de déposer les amendements adoptés auprès du Secrétaire général de l'Organisation des Nations Unies, ainsi qu'il est prévu à l'article 53 de la Convention portant création de l'OMCI, et de recevoir les déclarations et instruments d'acceptation conformément aux dispositions de l'article 54,

INVITE les Gouvernements Membres à accepter chaque amendement aussitôt que possible après réception du texte dudit amendement, qui leur sera communiqué par le Secrétaire général de l'Organisation des Nations Unies, en adressant une notification d'acceptation appropriée au Secrétaire général.

ANNEXE

AMENDEMENTS A LA CONVENTION PORTANT CREATION DE L'ORGANISATION INTERGOUVERNEMENTALE CONSULTATIVE DE LA NAVIGATION MARITIME

Titre de la Convention et Préambule

Le titre actuel de la Convention est remplacé par le suivant: CONVENTION PORTANT CREATION DE L'ORGANISATION MARITIME INTERNATIONALE.

Le nom de l'Organisation dans le Préambule actuel de la Convention est remplacé par le suivant: Organisation maritime internationale.

Article premier

Le texte actuel du paragraphe a) est remplacé par le suivant:

Les buts de l'Organisation sont:

a) d'instituer un système de collaboration entre les gouvernements dans le domaine de la réglementation et des usages gouvernementaux ayant trait aux questions techniques de toutes sortes qui intéressent la navigation commerciale internationale, d'encourager l'adoption générale de normes aussi élevées que possible en ce qui concerne la sécurité maritime, l'efficacité de la navigation, la prévention de la pollution des mers par les navires et la lutte contre cette pollution et de s'occuper des questions juridiques liées aux objectifs énoncés dans le présent article;

Article 3

Le texte actuel est remplacé par le suivant:

Pour atteindre les buts exposés à la première partie, l'Organisation doit:

a) sous réserve des dispositions de l'article 4, examiner les questions figurant aux alinéas a), b) et c) de l'article premier que pourront lui soumettre tout Membre, tout organe, toute institution spécialisée des Nations Unies ou toute autre organisation intergouvernementale, ainsi que les questions qui lui seront soumises aux termes de l'alinéa d) de l'article premier et faire des recommandations à leur sujet;

b) élaborer des projets de conventions, d'accords et d'autres instruments appropriés, les recommander aux gouvernements et aux organisations intergouvernementales et convoquer les conférences qu'elle pourra juger nécessaires;

c) instituer un système de consultations entre les Membres et d'échange de renseignements entre les gouvernements;

d) s'acquitter des fonctions découlant des alinéas a), b) et c) du présent article, notamment de celles qui lui sont assignées aux termes d'instruments internationaux relatifs à des questions maritimes.

Article 12

Le texte actuel est remplacé par le suivant:

L'Organisation comprend une Assemblée, un Conseil, un Comité de la sécurité maritime, un Comité juridique, un Comité de la protection du milieu marin et tele organes subsidiaires que l'Organisation estimerait à tout moment nécessaire de créer, ainsi qu'un Secrétariat.

Article 16

Le texte actuel est remplacé par le suivant:

Les fonctions de l'Assemblée sont les suivantes:

a) élire à chaque session ordinaire parmi ses Membres autres que les Membres associés un président et deux vice-présidents qui resteront en fonction jusqu'à la session ordinaire suivante;

b) établir son règlement intérieur, sauf dispositions contraires de la Convention;

c) établir, si elle le juge nécessaire, tous organes subsidiaires temporaires ou, sur recommandation du Conseil, permanents;

d) élire les Membres qui seront représentés au Conseil, conformément à l'article 18;

e) recevoir et examiner les rapports du Conseil et se prononcer sur toute question dont elle est saisie par lui;

f) approuver le programme de travail de l'Organisation;

g) voter le budget et déterminer le fonctionnement financier de l'Organisation, conformément à la partie XI;

h) examiner les dépenses et approuver les comptes de l'Organisation;

i) remplir les fonctions dévolues à l'Organisation, sous la réserve que l'Assemblée renverra au Conseil les questions visées aux paragraphes a) et b) de l'article 3 pour qu'il formule, à leur sujet, des recommandations ou propose des instruments appropriés; sous réserve en outre que tous instruments ou recommandations soumis par le Conseil à l'Assemblée et que celle-ci n'aura pas acceptés seront renvoyés au Conseil pour nouvel examen, accompagnés éventuellement des observations de l'Assemblée;

j) recommander aux Membres l'adoption de règles et de directives relatives à la sécurité maritime, à la prévention de la pollution des mers par les navires et à la lutte contre cette pollution ou d'amendements à ces règles et directives qui lui ont été soumis;

k) décider de réunir une conférence internationale ou de suivre toute autre procédure appropriée pour l'adoption des

conventions internationales ou des amendements à des conventions internationales élaborés par le Comité de la sécurité maritime, le Comité juridique, le Comité de la protection du milieu marin ou tout autre organe de l'Organisation;

l) renvoyer au Conseil, pour examen ou décision, toute affaire de la compétence de l'Organisation, étant entendu, toutefois, que la charge de faire des recommandations, prévue à l'alinéa j) du présent article, ne doit pas être déléguée.

Article 22

i) Le nouveau paragraphe a) suivant est ajouté:

a) Le Conseil examine le projet de programme de travail et les prévisions budgétaires préparés par le Secrétaire général à la lumière des propositions du Comité de la sécurité maritime, du Comité juridique, du Comité de la protection du milieu marin et d'autres organes de l'Organisation et, en tenant compte, établit et soumet à l'Assemblée le programme de travail et le budget de l'Organisation, eu égard à l'intérêt général et aux priorités de l'Organisation.

ii) Le paragraphe a) actuel devient le paragraphe b) et son texte actuel est remplacé par le suivant:

b) Le Conseil reçoit les rapports, les propositions et les recommandations du Comité de la sécurité maritime, du Comité juridique et du Comité de la protection du milieu marin, ainsi que d'autres organes de l'Organisation. Il les transmet à l'Assemblée et, si l'Assemblée ne siège pas, aux Membres, pour information, en les accompagnant de ses observations et de ses recommandations.

iii) Le paragraphe b) actuel devient le paragraphe c) et son texte actuel est remplacé par le suivant:

c) Les questions relevant des articles 29, 34 et 39 ne seront examinées par le Conseil qu'après étude soit du Comité de la sécurité maritime, soit du Comité juridique, soit du Comité de la protection du milieu marin, suivant les cas.

Article 24

Le texte actuel est remplacé par le suivant:

A chaque session ordinaire, le Conseil fait rapport à l'Assemblée sur les travaux accomplis par l'Organisation depuis la précédente session ordinaire.

Article 25

Le texte actuel est remplacé par le suivant:

Le Conseil soumet à l'Assemblée les comptes de l'Organisation accompagnés de ses observations et de ses recommandations.

Article 26

i) Le texte actuel devient le paragraphe a) et la partie mentionnée dans ce paragraphe devient la partie XIV.

ii) Le nouveau paragraphe b) suivant est ajouté:

b) Compte tenu des dispositions de la partie XIV et des relations entretenues avec d'autres organismes par les comités respectifs en vertu des articles 29, 34 et 39, le Conseil assure entre les sessions de l'Assemblée les relations avec les autres organisations.

Article 27

Le texte actuel est remplacé par le suivant:

Entre les sessions de l'Assemblée, le Conseil exerce toutes les fonctions dévolues à l'Organisation, à l'exception de la charge de faire des recommandations qui résulte de l'alinéa j) de l'article 16. En particulier, le Conseil coordonne les activités des organes de l'Organisation et peut apporter au programme de travail, dans la mesure strictement nécessaire, les modifications qui peuvent s'imposer pour assurer le bon fonctionnement de l'Organisation.

Article 29

Le texte actuel est remplacé par le suivant:

a) Le Comité de la sécurité maritime examine toutes les questions qui relèvent de la compétence de l'Organisation, telles que les aides à la navigation maritime, la construction et l'équipement des navires, les questions d'équipage dans la mesure où elles intéressent la sécurité, les règlements destinés à prévenir les abordages, la manipulation des cargaisons dangereuses, la réglementation de la sécurité en mer, les renseignements hydrographiques, les journaux de bord et les documents intéressant la navigation maritime, les enquêtes sur les accidents en mer, le sauvetage des biens et des personnes ainsi que toutes autres questions ayant un rapport direct avec la sécurité maritime.

b) Le Comité de la sécurité maritime prend toutes les mesures nécessaires pour mener à bien les missions que lui assigne la présente Convention, l'Assemblée ou le Conseil, ou qui pourront lui être confiées dans le cadre du présent article aux termes ou en vertu de tout autre instrument international et qui pourront être acceptées par l'Organisation.

c) Compte tenu des dispositions de l'article 26, le Comité de la sécurité maritime, à la demande du Conseil ou s'il le juge utile dans l'intérêt de ses propres travaux, maintient avec d'autres organismes des rapports étroits propres à promouvoir les buts de l'Organisation.

Article 30

Le texte actuel est remplacé par le suivant:

Le Comité de la sécurité maritime soumet au Conseil:

a) les propositions de règlements de sécurité ou d'amendements aux règlements de sécurité que le Comité a élaborées;

b) les recommandations et les directives qu'il a élaborées;

c) le rapport sur ses travaux depuis la dernière session du Conseil.

Nouvel article 32

Le nouvel article 32 suivant est ajouté à la fin de la partie VII:

Nonobstant toute disposition contraire de la présente Convention mais sous réserve des dispositions de l'article 28, le Comité de la sécurité maritime, lorsqu'il exerce les fonctions qui lui ont été attribuées aux termes ou en vertu d'une convention internationale ou de tout autre instrument, se conforme aux dispositions pertinentes de cette convention ou de cet instrument, notamment pour les règles de procédure à suivre.

Nouvelles parties VIII et IX

Les nouvelles parties VIII et IX suivantes sont ajoutées après l'actuelle partie VII:

PARTIE VIII—COMITE JURIDIQUE

Article 33

Le Comité juridique se compose de tous les Membres.

Article 34

a) Le Comité juridique examine toutes les questions juridiques qui relèvent de la compétence de l'Organisation.

b) Le Comité juridique prend toutes les mesures nécessaires pour mener à bien les missions que lui assigne la présente Convention, l'Assemblée ou le Conseil, ou qui pourront lui être confiées dans le cadre du présent article aux termes ou en vertu de tout autre instrument international et qui pourront être acceptées par l'Organisation.

c) Compte tenu des dispositions de l'article 26, le Comité juridique, à la demande du Conseil ou s'il le juge utile dans l'intérêt de ses propres travaux, maintient avec d'autres organismes des rapports étroits propres à promouvoir les buts de l'Organisation.

Article 35

Le Comité juridique soumet au Conseil:

a) les projets de convention internationale ou les projets d'amendements aux conventions internationales qu'il a élaborés;

b) le rapport sur ses travaux depuis la dernière session du Conseil.

Article 36

Le Comité juridique se réunit au moins une fois par an. Il élit son Bureau une fois par an et adopte son règlement intérieur.

Article 37

Nonobstant toute disposition contraire de la présente Convention mais sous réserve des dispositions de l'article 33, le Comité juridique, lorsqu'il exerce les fonctions qui lui ont été attribuées aux termes ou en vertu d'une convention internationale ou de tout autre instrument, se conforme aux dispositions pertinentes de cette

convention ou de cet instrument, notamment pour les règles de procédure à suivre.

PARTIE IX—COMITE DE LA PROTECTION DU MILIEU MARIN

Article 38

Le Comité de la protection du milieu marin se compose de tous les Membres.

Article 39

Le Comité de la protection du milieu marin doit examiner toutes les questions qui relèvent de la compétence de l'Organisation dans le domaine de la prévention de la pollution des mers par les navires et de la lutte contre cette pollution, et plus particulièrement:

a) exercer les fonctions conférées ou susceptibles d'être conférées à l'Organisation aux termes ou en vertu de conventions internationales visant à prévenir et à combattre la pollution par les navires, notamment en ce qui concerne l'adoption et la modification de règles ou d'autres dispositions, conformément aux dispositions desdites conventions;

b) examiner les mesures propres à faciliter la mise en oeuvre des conventions visées au paragraphe a) ci-dessus;

c) prendre les dispositions nécessaires en vue d'obtenir des données scientifiques, techniques et autres données pratiques sur la prévention de la pollution des mers par les navires et sur la lutte contre cette pollution pour les diffuser aux Etats, notamment aux pays en voie de développement; le cas échéant, faire des recommandations et élaborer des directives;

d) favoriser, en tenant compte des dispositions de l'article 26, la coopération avec les organismes régionaux exerçant des activités dans le domaine de la prévention de la pollution des mers par les navires et de la lutte contre cette pollution;

e) examiner toutes autres questions du ressort de l'Organisation susceptibles de favoriser la prévention de la pollution des mers par les navires et la lutte contre cette pollution, et notamment la coopération avec d'autres organisations internationales sur des questions intéressant l'environnement; prendre les mesures opportunes à cet égard, en tenant compte des dispositions de l'article 26.

Article 40

Le Comité de la protection du milieu marin soumet au Conseil:

a) les propositions de règlements sur la prévention de la pollution des mers par les navires et la lutte contre cette pollution ainsi que les propositions d'amendements à ces règlements que le Comité a élaborées;

b) les recommandations et les directives qu'il a élaborées;

c) le rapport sur ses travaux depuis la dernière session du Conseil.

Article 41

Le Comité de la protection du milieu marin se réunit au moins une fois par an. Il élit son Bureau une fois par an et adopte son règlement intérieur.

Article 42

Nonobstant toute disposition contraire de la présente Convention mais sous réserve des dispositions de l'article 38, le Comité de la protection du milieu marin, lorsqu'il exerce les fonctions qui lui ont été attribuées aux termes ou en vertu d'une convention internationale ou de tout autre instrument, se conforme aux dispositions pertinentes de cette convention ou de cet instrument, notamment pour les règles de procédure à suivre.

Les parties VIII à XVII actuelles deviennent donc les parties X à XIX.

Les articles 33 à 63 actuels deviennent les articles 43 à 73.

Article 33 (qui devient l'article 43)

Le texte actuel est remplacé par le suivant:

Le Secrétariat comprend le Secrétaire général, ainsi que les autres membres du personnel que peut exiger l'Organisation. Le Secrétaire général est le plus haut fonctionnaire de l'Organisation et, sous réserve des dispositions de l'article 23, il nomme le personnel mentionné ci-dessus.

Article 34 (qui devient l'article 44)

Le texte actuel est remplacé par le suivant:

Le Secrétariat est chargé de tenir à jour toutes les archives nécessaires à l'accomplissement des tâches de l'Organisation, et de préparer, centraliser et distribuer les notes, documents, ordres du jour, procès-verbaux et renseignements utiles au travail de l'Organisation.

Article 38 (qui devient l'article 48)

Le texte actuel est remplacé par le suivant:

Le Secrétaire général assume toutes les autres fonctions qui peuvent lui être assignées par la Convention, l'Assemblée ou le Conseil.

Article 39 (qui devient l'article 49)

Le texte actuel est remplacé par le suivant:

Chaque Membre prend à sa charge les appointements, les frais de déplacement et les autres dépenses de sa délégation aux réunions tenues par l'Organisation.

Article 42 (qui devient l'article 52)

Le texte actuel est remplacé par le suivant:

Tout Membre qui ne remplit pas ses obligations financières vis-à-vis de l'Organisation dans un délai d'un an à compter de la date de

leur échéance n'a droit de vote ni à l'Assemblée, ni au Conseil, ni au Comité de la sécurité maritime, ni au Comité juridique, ni au Comité de la protection du milieu marin; l'Assemblée peut toutefois, si elle le désire, déroger à ces dispositions.

Article 43 (qui devient l'article 53)

Le texte actuel est remplacé par le suivant:

Si la Convention ou un accord international conférant des attributions à l'Assemblée, au Conseil, au Comité de la sécurité maritime, au Comité juridique ou au Comité de la protection du milieu marin n'en dispose pas autrement, le vote dans ces organes est régi par les dispositions suivantes:

a) Chaque Membre dispose d'une voix.

b) Les décisions sont prises à la majorité des Membres présents et votants, et, lorsqu'une majorité des deux tiers est requise, à une majorité des deux tiers des Membres présents.

c) Aux fins de la présente Convention, l'expression "Membres présents et votants" signifie "Membres présents et exprimant un vote affirmatif ou négatif". Les Membres qui s'abstiennent sont considérés comme ne votant pas.

Article 52 (qui devient l'article 62)

Le texte actuel est remplacé par le suivant:

Les textes des projets d'amendements à la Convention sont communiqués aux Membres par le Secrétaire général six mois au moins avant qu'ils ne soient soumis à l'examen de l'Assemblée. Les amendements sont adoptés par l'Assemblée à la majorité des deux tiers des voix. Douze mois après son approbation par les deux tiers des Membres de l'Organisation, non compris les Membres associés, chaque amendement entre en vigueur pour tous les Membres à l'exception de ceux qui, avant son entrée en vigueur, ont fait une déclaration aux termes de laquelle ils n'approuvent pas ledit amendement. L'Assemblée peut spécifier à la majorité des deux tiers, au moment de l'adoption d'un amendement, que celui-ci est d'une nature telle que tout Membre qui aura fait une semblable déclaration et qui n'aura pas accepté l'amendement dans un délai de douze mois à dater de son entrée en vigueur cessera, à l'expiration de ce délai, d'être Partie à la Convention.

Article 55 (qui devient l'article 65)

Le texte actuel est remplacé par le suivant:

Tout différend ou toute question surgissant à propos de l'interprétation ou de l'application de la Convention est soumis à l'Assemblée pour règlement ou réglé de toute autre manière dont les parties au différend peuvent convenir. Aucune disposition du présent article ne porte atteinte au droit, pour tout organe de l'Organisation, de régler un tel différend ou une telle question qui surgirait pendant la durée de son mandat.

Les références qui figurent dans les articles ci-après sont modifiées comme suit:

Article 6: la référence à l'article 57 devient une référence à l'article 67;

Article 7: la référence à l'article 57 devient une référence à l'article 67;

Article 8: la référence à l'article 57 devient une référence à l'article 67;

Article 9: la référence à l'article 58 devient une référence à l'article 68;

Articles 53 et 54 (qui deviennent les articles 63 et 64): les références à l'article 52 deviennent des références à l'article 62;

Article 56 (qui devient l'article 66): la référence à l'article 55 devient une référence à l'article 65;

Article 58 (qui devient l'article 68): la référence à l'article 57, qui figure au paragraphe d), devient une référence à l'article 67;

Article 59 (qui devient l'article 69): la référence à l'article 58, qui figure au paragraphe b), devient une référence à l'article 68;

Article 60 (qui devient l'article 70): la référence à l'article 57 devient une référence à l'article 67.

ORGANIZACION CONSULTIVA MARITIMA INTERGUBERNAMENTAL

OCMI RESOLUCION A.358(IX) APROBADA EL 14 DE NOVIEMBRE DE 1975

ENMIENDAS A LA CONVENCION CONSTITUTIVA DE LA OCMI

LA ASAMBLEA,

CONSIDERANDO que la Convención relativa a la Organización Consultiva Marítima Intergubernamental fue aprobada en marzo de 1948 y que entró en vigor en marzo de 1958,

CONSIDERANDO con satisfacción el aumento experimentado en el número de Miembros de la Organización, así como los importantes cambios producidos en el programa de trabajo de ésta y en los métodos necesarios para ejecutar ese programa,

CONSIDERANDO las enmiendas a la Convención que en distintos momentos se han aprobado a fin de conseguir que los órganos principales de la Organización tengan un carácter más representativo de la totalidad de los Miembros de ésta y garantizar que la representación de los Estados Miembros en el Consejo sea equitativa desde el punto de vista geográfico,

CONSIDERANDO sin embargo que, transcurridos 27 años, es necesario revisar la Convención en todo su alcance, teniendo en cuenta el modo en que la Organización ha llevado a cabo su labor,

CONSIDERANDO su Resolución A.317(ES.V), por la que decidió reunir a un Grupo Especial de Trabajo, abierto a todos los Gobiernos Miembros y cuyo mandato era estudiar propuestas relativas a enmiendas a la Convención constitutiva de la OCMI, presentadas por el Gobierno de Francia, las observaciones hechas durante el quinto periodo de sesiones extraordinario de la Asamblea y cualesquiera otras propuestas que se pudiesen presentar para enmendar la Convención constitutiva de la OCMI,

CONSIDERANDO el informe del Grupo Especial de Trabajo, incluidas las recomendaciones de éste acerca de las propuestas de enmienda a la Convención constitutiva de la OCMI,

CONSIDERANDO que en su noveno periodo de sesiones ordinario, celebrado en Londres del 3 al 14 de noviembre de 1975, aprobó enmiendas a la Convención relativa a la Organización Consultiva Marítima Intergubernamental, los textos de las cuales figuran en el Anexo de la presente Resolución, consistentes en:

a) enmiendas a los Artículos 1, 3, 12, 16, 22, 24, 25, 26, 27, 29, 30, 33, 34, 38, 39, 42, 43, 52 y 55;

b) la adición de un nuevo Artículo 32 a la Parte VII;

c) la adición de nuevas Partes VIII y IX, constituidas por los Artículos 33 a 37 y 38 a 42;

d) la nueva numeración que en consecuencia hay que introducir y que afecta desde la Parte VIII hasta la XVII;

e) la nueva numeración que en consecuencia hay que dar a los Artículos que van del 33 al 63;

f) los cambios que en consecuencia afectan a las referencias hechas en los Artículos 6, 7, 8 y 9, y en los Artículos 53, 54, 56, 58, 59 y 60, de nueva numeración;

g) el cambio de título de la Convención,

SOLICITA al Secretario General de la Organización que deposite las enmiendas aprobadas ante el Secretario General de las Naciones Unidas, de conformidad con lo dispuesto en el Artículo 53 de la Convención constitutiva de la OCMI, y que se haga cargo de las declaraciones e instrumentos de aceptación pertinentes, de conformidad con lo dispuesto en el Artículo 54.

INVITA a los Gobiernos Miembros a que acepten cada una de las enmiendas a la mayor brevedad posible, tras haber recibido del Secretario General de las Naciones Unidas sendas copias de aquéllas, enviando el oportuno instrumento de aceptación al Secretario General.

ANEXO

ENMIENDAS A LA CONVENCION RELATIVA A LA ORGANIZACION CONSULTIVA MARITIMA INTERGUBERNAMENTAL

Título del Convenio y Preámbulo

El título actual de la Convencíon queda sustituido por el siguiente: CONVENIO CONSTITUTIVO DE LA ORGANIZACION MARITIMA INTERNACIONAL,
y el nombre de la Organización, que se cita en el actual Preámbulo, queda sustituido por el siguiente: Organización Marítima Internacional.

Artículo 1

El texto actual del párrafo a) queda sustituido por el siguiente:
Las finalidades de la Organización son:

a) Establecer un sistema de colaboración entre los Gobiernos en materia de reglamentación y prácticas gubernamentales relativas a cuestiones técnicas de toda índole concernientes a la navegación comercial internacional, fomentar la adopción general de normas tan elevadas como sea posible respecto de la seguridad marítima, eficiencia de la navegación y prevención y contención de la contaminación del mar ocasionada por los buques y ocuparse de las cuestiones jurídicas relacionadas con las finalidades enunciadas en el presente Artículo.

Artículo 3

El texto actual queda sustituido por el siguiente:

Con el propósito de alcanzar las finalidades enunciadas en la Parte I, la Organización:

a) a reserva de lo dispuesto en el Artículo 4, considerará y formulará recomendaciones respecto de las cuestiones vinculadas a los párrafos a), b) y c) del Artículo 1 que puedan serle sometidas por los Miembros, por cualquier institución u organismo especializado de las Naciones Unidas o por cualquier otra organización intergubernamental, así como respecto de los asuntos que puedan ser sometidos a su consideración en virtud de lo dispuesto en el Artículo 1 d);

b) preparará proyectos de convenios, acuerdos u otros instrumentos apropiados, recomendará éstos a los Gobiernos y a las organizaciones intergubernamentales y convocará las conferencias que estime necesarias;

c) establecerá un sistema de consultas entre los Miembros y de intercambio de información entre los Gobiernos;

d) desempeñará las funciones que surjan en relación con los párrafos a), b) y c) del presente Artículo, especialmente las que

le sean asignadas en virtud de instrumentos internacionales relacionados con cuestiones marítimas.

Artículo 12

El texto actual queda sustituido por el siguiente:

Organos

La Organización estará constituida por una Asamblea, un Consejo, un Comité de Seguridad Marítima, un Comité Jurídico, un Comité de Protección del Medio Marino y los órganos auxiliares que la Organización juzgue necesario crear en cualquier momento, y una Secretaría.

Artículo 16

El texto actual queda sustituido por el siguiente:

Las funciones de la Asamblea serán:

a) Elegir entre sus Miembros, con exclusión de los Miembros asociados, en cada reunión ordinaria, un Presidente y dos Vicepresidentes que permanecerán en funciones hasta el siguiente periodo de sesiones ordinario.

b) Establecer su propio reglamento a excepción de lo previsto en otra forma en la presente Convención.

c) Constituir los órganos auxiliares temporarios o, si el Consejo lo recomienda, los permanentes que juzgue necesarios.

d) Elegir los Miembros que han de estar representados en el Consejo, de conformidad con lo dispuesto en el Artículo 18.

e) Hacerse cargo de los Informes del Consejo y examinarlos, y resolver todo asunto que le haya sido remitido por el Consejo.

f) Aprobar el programa de trabajo de la Organización.

g) Votar el presupuesto y establecer las medidas de orden financiero de la Organización de acuerdo con lo dispuesto en la Parte XI.

h) Revisar los gastos y aprobar las cuentas de la Organización.

i) Desempeñar las funciones propias de la Organización a condición, no obstante, de que las cuestiones relacionadas con los apartados a) y b) del Artículo 3 sean sometidas por la Asamblea a la consideración del Consejo para que éste formule las recomendaciones o prepare los instrumentos adecuados; a condición, además, de que cualesquiera recomendaciones o instrumentos sometidos por el Consejo a la consideración de la Asamblea y no aceptados por ésta sean remitidos de nuevo al Consejo a fines de estudio ulterior, con las observaciones que la Asamblea pueda haber hecho.

j) Recomendar a los Miembros la adopción de reglamentaciones y directrices relativas a la seguridad marítima y a la prevención y contención de la contaminación del mar ocasionada por los buques, o de las enmiendas a tales reglamentaciones y directrices que le hayan sido presentadas.

k) Decidir respecto de la convocación de toda Conferencia internacional o de la adopción de cualquier otro procedimiento idóneo para la aprobación de convenios internacionales o de enmiendas a cualesquiera convenios internacionales que hayan sido preparadas por el Comité de Seguridad Marítima, el Comité Juridico, el Comité de Protección del Medio Marino u otros órganos de la Organización.

l) Remitir al Consejo, para que éste las examine o decida acerca de ellas, todas las cuestiones que sean competencia de la Organización, con la salvedad de la función relativa a la formulación de recomendaciones, estipulada en el párrafo j) del presente Artículo, que no podrá ser delegada.

Artículo 22

i) Se introduce un nuevo párrafo a), cuyo texto es el siguiente:

a) El consejo estudiará los proyectos de programa de trabajo y de presupuesto preparados por el Secretario General considerando las propuestas del Comité de Seguridad Marítima, el Comité Jurídico, el Comité de Protección del Medio Marino y otros órganos de la Organización y, teniendo éstas presentes, establecerá y someterá a consideración de la Asamblea el programa de trabajo y el presupuesto de la Organización, habida cuenta de los intereses generales y las prioridades de la Organización.

ii) El actual párrafo a) se convierte en párrafo b) y su texto pasa a ser el siguiente:

b) El Consejo se hará cargo de los informes, propuestas y recomendaciones del Comité de Seguridad Marítima, el Comité Jurídico, el Comité de Protección del Medio Marino y otros órganos de la Organización, y los transmitirá a la Asamblea, o, si ésta no está reunida, a los Miembros, a fines de información juntamente con sus observaciones y recomendaciones.

iii) El actual párrafo b) se convierte en párrafo c) y su texto pasa a ser el siguiente:

c) Las cuestiones regidas por los Artículos 29, 34 y 39 no serán estudiadas por el Consejo hasta conocer la opinión del Comité de Seguridad Marítima, el Comité Jurídico o el Comité de Protección del Medio Marino, según proceda.

Artículo 24

El texto actual queda sustituido por el siguiente:

En cada periodo de sesionés ordinario el Consejo presentará a la Asamblea un informe relativo a la labor efectuada por la Organización desde la celebración del precedente periodo de sesiones ordinario de la Asamblea.

Artículo 25

El texto actual queda sustituido por el siguiente:

El Consejo someterá a la consideración de la Asamblea los estados de cuentas de la Organización, juntamente con sus propias observaciones y recomendaciones.

Artículo 26

i) El texto actual lleva ahora la designación de párrafo a) y la Parte a que allí se hace referencia queda convertida en PARTE XIV.

ii) Se introduce un nuevo párrafo b), cuyo texto es el siguiente:

b) Teniendo presentes las disposiciones de la Parte XIV y las relaciones que con otras entidades mantengan los correspondientes Comités en virtud de lo dispuesto en los Artículos 29, 34 y 39, en el tiempo que medie entre periodos de sesiones ordinarios de la Asamblea el Consejo se encargará de atender las relaciones con las demás organizaciones.

Artículo 27

El texto actual queda sustituido por el siguiente:

En el tiempo que medie entre periodos de sesiones ordinarios de la Asamblea el Consejo desempeñará todas las funciones de la Organización, salvo la de formular recomendaciones en virtud de lo dispuesto en el Artículo 16 j). De modo especial, el Consejo coordinará las actividades de los órganos de la Organización, y, en el programa de trabajo, podrá introducir los ajustes que sean estrictamente necesarios para garantizar una eficiente actuación de la Organización.

Artículo 29

El texto actual queda sustituido por el siguiente:

a) El Comité de Seguridad Marítima examinará todas las cuestiones que sean competencia de la Organización en relación con ayudas a la navegación, construcción y equipo de buques, dotación desde un punto de vista de seguridad, reglas destinadas a evitar abordajes, manipulación de cargas peligrosas, procedimientos y prescripciones en relación con la seguridad marítima, información hidrográfica, diarios y registros de navegación, investigaciones acerca de siniestros marítimos, salvamento de bienes y personas, y toda otra cuestión que afecte directamente a la seguridad marítima.

b) El Comité de Seguridad Marítima establecerá el sistema necesario para cumplir las misiones que le asignen la presente Convención, la Asamblea o el Consejo o que, dentro de lo estipulado en el presente Artículo, puedan serle encomendadas por aplicación directa de cualquier instrumento internacional o en virtud de lo dispuesto en éste, y que puedan ser aceptadas por la Organización.

(c) Teniendo presentes las disposiciones del Artículo 26, el Comité de Seguridad Marítima, a petición del Consejo, o si se considera que esto redunda en beneficio de su propia labor,

mantendrá con otras entidades la estrecha relación que pueda promover los objetivos de la Organización.

Artículo 30

El texto actual queda sustituido por el siguiente:

El Comité de Seguridad Marítima someterá a la consideración del Consejo:

a) Propuestas de reglamentaciones de la seguridad o de enmiendas a esas reglamentaciones, que el Comité haya preparado.

b) Recomendaciones y directrices que el Comité haya preparado.

c) Un informe acerca de la labor desarrollada por el Comité desde la celebración del precedente periodo de sesiones del Consejo.

Nuevo Artículo 32

Al final de la PARTE VII se añade un nuevo Artículo 32, cuyo texto es el siguiente:

No obstante lo que en contrario pueda figurar en la presente Convención, pero con sujectión a lo dispuesto en el Artículo 28, el Comité de Seguridad Marítima se ajustará, en el ejercicio de las funciones que le hayan sido conferidas por aplicación directa de cualquier convenio internacional o de otro instrumento, o en virtud de lo dispuesto en éstos, a las pertinentes disposiciones del convenio o instrumento de que se trate, especialmente respecto de las reglas que rijan el procedimiento aplicable.

Nuevas Partes VIII y IX

Al final de la actual PARTE VII se añaden las nuevas PARTES VIII y IX, cuyos textos son respectivamente los siguientes:

PARTE VIII—COMITE JURIDICO

Artículo 33

El Comité Jurídico estará integrado por todos los Miembros.

Artículo 34

a) El Comité Jurídico examinará todas las cuestiones de orden jurídico que sean competencia de la Organización.

b) El Comité Jurídico tomará las medidas necesarias para cumplir las misiones que le asignen la presente Convención, la Asamblea o el Consejo, o las que, dentro de lo estipulado en el presente Artículo, puedan serle encomendadas por aplicación directa de cualquier instrumento internacional o en virtud de lo dispuesto en éste, y que puedan ser aceptadas por la Organización.

c) Teniendo presentes las disposiciones del Artículo 26, el Comité Jurídico, a petición del Consejo, o si considera que esto redunda en beneficio de su propia labor, mantendrá con otras entidades la estrecha relación que pueda promover los objetivos de la Organización.

Artículo 35

El Comité Jurídico someterá a la consideración del Consejo:

a) proyectos de convenios internacionales y de las enmiendas a dichos convenios que el Comité haya podido preparar;

b) un informe acerca de la labor efectuada por el Comité desde la celebración del precedente periodo de sesiones del Consejo.

Artículo 36

El Comité Jurídico se reunirá por lo menos una vez al año. Elegirá a su propia mesa anualmente y adoptará su propio Reglamento interior.

Artículo 37

No obstante lo que en contrario pueda figurar en la presente Convención, pero con sujeción a lo dispuesto en el Artículo 33, el Comité Jurídico se ajustará en el ejercicio de las funciones que le hayan sido conferidas por aplicación directa de cualquier convenio internacional o de otro instrumento, o en virtud de lo dispuesto en éstos, a las pertinentes disposiciones del convenio o instrumento de que se trate, especialmente respecto de las reglas que rijan el procedimiento aplicable.

PARTE IX—COMITE DE PROTECCION DEL MEDIO MARINO

Artículo 38

El Comité de Protección del Medio Marino estará integrado por todos los Miembros.

Artículo 39

El Comité de Protección del Medio Marino examinará toda cuestión que sea competencia de la Organización respecto de la prevención y contención de la contaminación del mar ocasionada por los buques y de modo especial:

a) desempeñará las funciones que a la Organización le hayan sido o puedan serle conferidas por aplicación directa de convenios internacionales relativos a la prevención y contención de la contaminación del mar ocasionada por los buques, sobre todo respecto de la aprobación y modificación de reglas u otras disposiciones, de conformidad con lo dispuesto en esos convenios;

b) estudiará las medidas que sean apropiadas para facilitar el cumplimiento obligatorio de los convenios a que se hace referencia en el precedente párrafo a);

c) dispondrá lo necesario para la obtención de información científica, técnica y práctica de cualquier otro orden acerca de la prevención y contención de la contaminación del mar ocasionada por los buques, a fines de difusión entre los Estados, especialmente los de los países en desarrollo y, en los casos procedentes, formular recomendaciones y preparar directrices;

d) promoverá la cooperación con organizaciones regionales que se ocupen de la prevención y contención de la contaminación del mar ocasionada por los buques, teniendo presentes las disposiciones del Artículo 26;

e) examinará todas las demás cuestiones que competan a la Organización y tomará al respecto medidas que contribuyan a la prevención y contención de la contaminación del mar ocasionada por los buques, entre ellas la cooperación con otras organizaciones internacionales acerca de cuestiones relativas al medio ambiente, teniendo presentes las disposiciones del Artículo 26.

Artículo 40

El Comité de Protección del Medio Marino someterá a la consideración del Consejo:

a) propuestas de reglas para la prevención y contención de la contaminación del mar ocasionada por buques, y las enmiendas a dichas reglas que el Comité haya preparado;

b) recomendaciones y directrices que el Comité haya preparado;

c) un informe acerca de la labor que el Comité haya efectuado desde la celebración del precedente periodo de sesiones del Consejo.

Artículo 41

El Comité de Protección del Medio Marino se reunirá por lo menos una vez al año. Elegirá a su propia mesa y adoptará su propio Reglamento interior.

Artículo 42

No obstante lo que en contrario pueda figurar en la presente Convención, pero con sujeción a lo dispuesto en el Artículo 38, el Comité de Protección del Medio Marino se ajustará, en el ejercicio de las funciones que le hayan sido conferidas por aplicación directa de cualquier convenio internacional o de otro instrumento o en virtud de lo dispuesto en éstos, a las pertinentes disposiciones del convenio e instrumento de que se trate, especialmente respecto de las reglas que rijan el procedimiento aplicable.

Varía en consecuencia la numeración de las actuales PARTES VIII a XVII, que pasan a ser las PARTES X a XIX.

Varía en consecuencia la numeración de los Artículos 33 a 63, que pasan a ser los Artículos 43 a 73.

Artículo 33 (ahora Artículo 43)

El texto actual queda sustituido por el siguiente:

La Secretaría estará integrada por el Secretario General y el personal que la Organización pueda necesitar. El Secretario General es el más alto funcionario de la Organización y, a reserva de lo dispuesto en el Artículo 23, nombrará al citado personal.

Artículo 34 (ahora Artículo 44)

El texto actual queda sustituido por el siguiente:

La Secretaría llevará todos los registros que puedan ser precisos para la eficiente realización de las funciones de la Organización y preparará, reunirá y distribuirá los escritos, documentos, órdenes del día, actas y datos informativos que puedan ser necesarios para el trabajo de la Organización.

Artículo 38 (ahora Artículo 48)

El texto actual queda sustituido por el siguiente:

El Secretario General asumirá cualesquiera otras funciones que puedan serle asignadas por la Convención, la Asamblea o el Consejo.

Artículo 39 (ahora Artículo 49)

El texto actual queda sustituido por el siguiente:

Cada Miembro sufragará los gastos originados por los emolumentos, viajes y otras causas, de la delegación que, representándole, asista a las reuniones celebradas por la Organización.

Artículo 42 (ahora Artículo 52)

El texto actual queda sustituido por el siguiente:

Todo Miembro que incumpla las obligaciones financieras que tiene contraidas con la Organización transcurrido un año desde la fecha de vencimiento de aquéllas, carecerá de voto en la Asamblea, el Consejo, el Comité de Seguridad Marítima, el Comité Jurídico y el Comité de Protección del Medio Marino, a menos que la Asamblea, si lo juzga oportuno, lo exima del cumplimiento de esta disposición.

Artículo 43 (ahora Artículo 53)

El texto actual queda sustituido por el siguiente:

Salvo disposición expresa en otro sentido que pueda figurar en la Convención o en cualquier acuerdo internacional que asigne funciones a la Asamblea, el Consejo, el Comité de Seguridad Marítima, el Comité Jurídico o el Comité de Protección del Medio Marino, la votación en estos órganos estará regida por las disposiciones siguientes:

a) cada Miembro tendrá un voto;

b) las decisiones se tomarán por mayoría de los Miembros presentes y votantes, y respecto de aquéllas para las cuales se requiera una mayoría de dos tercios, por una mayoría de dos tercios de los Miembros presentes;

c) a los fines de la presente Convención, la expresión, "Miembros presentes y votantes" significa "Miembros presentes que emitan un voto afirmativo o negativo". Los Miembros que se abstengan de votar serán considerados como no votantes.

Artículo 52 (ahora Artículo 62)

El texto actual queda sustituido por el siguiente:

Los textos de los proyectos de enmienda a la presente Convención serán enviados por el Secretario General a los Miembros seis meses antes, por lo menos, de que la Asamblea los examine. Para la aprobación de las enmiendas se necesitará una mayoría de dos tercios, en votación de la Asamblea. Doce meses después de haber sido aceptada por dos tercios de los Miembros de la Organización, excluidos los Miembros asociados, cada enmienda entrará en vigor para todos los Miembros, exceptuados los que, antes de que se produzca esa entrada en vigor, hayan hecho una declaración manifestando que no aceptan la enmienda. Al tiempo de aprobar una enmienda la Asamblea podrá decidir, por mayoría de dos tercios, que aquélla es de tal índole que todo Miembro que haya hecho una declaración en ese sentido y que no acepte la enmienda en el plazo de los 12 meses siguientes a la entrada en vigor de la enmienda, cesará, cuando temine ese plazo, de ser Parte en la Convención.

Artículo 55 (ahora Artículo 65)

El texto actual queda sustituido por el siguiente:

Cualquer cuestión o litigio que puedan surgir respecto de la interpretación o aplicación de la Convención serán remitidos a la Asamblea para que ésta resuelva, o bien se solucionarán de cualquier otro modo que los litigantes puedan acordar. Nada de lo dispuesto en el presente Artículo impedirá a ningún órgano de la Organización zanjar cualquiera de las cuestiones o litigios de ese tipo que puedan surgir cuando el órgano esté cumpliendo su mandato.

Los Artículos a que se hace referencia en los Artículos citados a continuación experimentan los siguientes cambios:

Artículo 6: la referencia al Artículo 57 se convierte en referencia al Artículo 67;

Artículo 7: la referencia al Artículo 57 se convierte en referencia al Artículo 67;

Artículo 8: la referencia al Artículo 57 se convierte en referencia al Artículo 67;

Artículo 9: la referencia al Artículo 58 se convierte en referencia al Artículo 68;

Artículos 53 y 54 (ahora Artículos 63 y 64): la referencia al Artículo 52 se convierte en referencia al Artículo 62;

Artículo 56 (ahora Artículo 66): la referencia al Artículo 55 se convierte en referencia al Artículo 65;

Artículo 58 (ahora Artículo 68): al referencia hecha en el párrafo d) al Artículo 57 se convierte en referencia al Artículo 67;

Artículo 59 (ahora Artículo 69): la referencia hecha en el párrafo b) al Artículo 58 se convierte en referencia al Artículo 68;

Artículo 60 (ahora Artículo 70): la referencia al Artículo 57 se convierte en referencia al Artículo 67.

Certified true copy of the Resolution A.358(IX) on Amendments to the IMCO Convention adopted on 14 November 1975 by the ninth session of the Assembly of the Inter-Governmental Maritime Consultative Organization, held in London from 3 to 14 November 1975, together with the texts of the Amendments to the Convention on the Inter-Governmental Maritime Consultative Organization.

Copie certifiée conforme de la Résolution A.358(IX) sur les amendements à la Convention portant création de l'OMCI adoptée le 14 novembre 1975 par l'Assemblée de l'Organisation intergouvernementale consultative de la navigation maritime lors de sa neuvième session, tenue à Londres du 3 au 14 novembre 1975, accompagnée des textes des amendements à la Convention portant création de l'Organisation intergouvernementale consultative de la navigation maritime.

Copia certificada auténtica de la Resolución A.358(IX) sobre enmiendas a la Convención constitutiva de la OCMI, aprobada el 14 de noviembre de 1975 por la Asamblea de la Organización Consultiva Marítima Intergubernamental durante su noveno período de sesiones celebrado en Londres del 3 al 14 de noviembre de 1975, y de los textos de las enmiendas a la Convención relativa a la Organización Consultiva Marítima Intergubernamental.

For the Secretary-General :

Pour le Secrétaire général : Thomas Allensen

Por el Secretario General :

London,

Londres, 1. III. 1976

Londres,

GUINEA

Agricultural Commodities

Agreement signed at Conakry May 29, 1979;
Entered into force May 29, 1979.
With memorandum of understanding.

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE PEOPLE'S REVOLUTIONARY REPUBLIC OF GUINEA FOR THE SALES OF AGRICULTURAL COMMODITIES UNDER THE PUBLIC LAW 480 TITLE I [1] PROGRAM

The Government of the United States of America and the Government of the People's Revolutionary Republic of Guinea have agreed to the sales of agricultural commodities specified below. This Agreement shall consist of the Preamble, Parts I and III of the April 21, 1976, Agreement [2] together with the following Part II:

PART II—PARTICULAR PROVISIONS:

ITEM I. Commodity Table:

Commodity	Supply Period (U.S. Fiscal Year)	Approximate Maximum Quantity (Metric Tons)	Maximum Export Market Value (Millions)
Wheat Flour	1979	8,000	$1.7
Rice	1979	10,000	2.8
Soybean/Cottonseed Oil	1979	2,000	1.5
Total			$6.0

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[1] 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*
[2] TIAS 8378; 27 UST 3467.

ITEM II. Payment Terms Convertible Local Currency Credit:

1. Initial Payment—5 percent
2. Currency Use Payment—None
3. Number of Installment Payments—26
4. Amount of each installment payment—Approximately equal annual amounts.
5. Due date of first installment payment—5 years after date of last delivery of commodities in each calendar year.
6. Initial Interest Rate—2 percent
7. Continuing Interest Rate—3 percent

ITEM III. Usual Marketing Table:

Commodity	Import Period (U.S. Fiscal Year)	Usual Marketing Requirements (Metric Tons)
Wheat/Wheat Flour (Grain Equivalent Basis)	1979	6,300
Rice	1979	13,000
Edible Vegetable Oils and/or Oil Bearing Seeds (Oil Equivalent Basis)	1979	1,936

ITEM IV. Export Limitations:

A. The Export Limitation Period shall be U.S. Fiscal Year 1979 or any subsequent U.S. Fiscal Year during which commodities financed under this agreement are being imported or utilized.

B. For the purpose of Part I, Article III A(4) of the Agreement the commodities which may not be exported are: for Rice—Rice in the form of Paddy, Brown or Milled; for Wheat/Wheat Flour—Wheat, Wheat Flour, Rolled Wheat Semolina, Farina, Bulgur (or the same product under a different name); and for Soybean/Cottonseed Oil—all edible vegetable oils, including Soybean Oil, Peanut Oil, Sesame Oil, Sunflower Oil, Cottonseed Oil, Rapeseed Oil, and any edible oil bearing seeds from which edible oils are produced.

ITEM V. Self-Help Measures:

A. In implementing these Self-Help measures specific emphasis will be placed on contributing directly to development progress in poor rural areas and on enabling the poor to participate actively in increasing agricultural production through small farm agriculture.

B. The Government of the People's Revolutionary Republic of Guinea agrees to:

1. Continue to provide incentives to farmers for the increase of food crop production, especially to satisfy the shortfall in meeting demand for rice.

2. Improve the processing and distribution of food crops, including rice milling and storage.

3. Continue applied research on food crops and the improvement of extension services to disseminate the findings in terms that small farmers can understand and utilize.

4. Strengthen the training of mid-level officials in agricultural technology and vocational-education in order to provide the trained manpower needed for rural development.

5. Continue to improve the collection and utilization of agricultural production and trade statistics, to facilitate planning and evaluation of development.

6. Facilitate the marketing process through stabilization of prices for inputs and products, through increased development of the infrastructure including farm-to-market roads and market facilities, and through research providing a better understanding of the marketing in Guinea.

7. The P.R.R.G., in cooperation with appropriate national/international organizations and the U.S. Government namely USDA/AID conduct an official review of the current supply distribution and trade data in the agricultural sector to determine completeness and validity for its utilization for economic development and related research analysis and projection and for public law 480-type programming. Particular emphasis will be given to up-dating supply/demand and trade data required for commodities proposed for P.L. 480 programming.

ITEM VI. Economic development purposes for which proceeds accruing to importing country are to be used:

A. The commodities provided hereunder, or the proceeds accruing to the importing country from the sale of such commodities, will be used for the following projects/programs which directly benefit the needy people of the importing country:

1. The following Self-Help measures set forth in Item V of the agreement:

a) Continue to provide incentives to farmers for the increase of food crop production, especially to satisfy the shortfall in meeting demand for rice.

b) Improve the processing and distribution of food crops, including rice milling and storage.

c) Continue applied research on food crops and the improvement of extension services to disseminate the findings in terms that small farmers can understand and utilize.

d) Strengthen the training of mid level officials in agricultural technology and vocational-education in order to provide the trained manpower needed for rural development.

e) Continue to improve the collection and utilization of agricultural production and trade statistics, to facilitate planning and evaluation of development.

f) Facilitate the marketing process through stabilization of prices for inputs and products through increased development of the infrastructure including farm-to-market roads and market facilities and through research providing a better understanding of the marketing in Guinea.

g) The P.R.R.G., in cooperation with appropriate national/international organizations and the U.S. Government, namely USDA/AID conduct an official review of the current supply distribution and trade data in the agricultural sector to determine completeness and validity for its utilization for economic development and related research analysis and projection and for public law 480-type programming. Particular emphasis will be given to updating supply/demand and trade data required for commodities proposed for P.L. 480 programming.

B. The Projects/Programs identified under VI(A) above will directly benefit the needy in the following ways:

1. The liberalization of private trade and increased cash payments to farmers will create new incentives to increase production thereby cutting the rice deficit. These measures will improve both the diet and the purchasing power of the neediest sectors of the Guinean population.

2. Improvements in the processing and distribution of food crops will also help insure that the neediest in food-deficit areas will receive an adequate diet. Nearly completed road projects have improved the exchange of food grains and consumer goods between urban centers and food-growing areas.

3. Agricultural institutes and research centers are training Guineans at all levels. Graduates of these institutions are now working in each of the thirty-three regions of Guinea. The continuation of their research efforts and the improvement of extension services will spread modern agricultural, health, and production techniques into rural areas.

4. Trained mid-level officials are managing a new unit of agricultural production, the FAPA (Agro-Pastoral Farm at the Arrendisement Level). Initially supplied by the government with technicians and the necessary machinery seeds and fertilizer FAPAs are designed to become self-supporting rural cooperatives which will add to national agricultural output and sell their production on local, regional, and national markets. They will reinvest their profits in the cooperative itself.

5. The P.R.R.G., in cooperation with the FAO, has begun a program to train agricultural statisticians and soil scientists as part of an overall effort to expand and improve the statistical base which is used to measure and plan agricultural produc-

tion. The results of these efforts should prove useful in the identification and design of new AID programs in Guinea.

C. In addition to the report required by Part I, Article II (F) of this Agreement, the importing country agrees to report on the progress of implementation of the projects/programs identified in Item VI (A), such reports shall be made by the importing country within six months following the last delivery of commodities in the first calendar year of the agreement and every six months thereafter until all the commodities provided hereunder, or the proceeds from their sale, have been used for the project/program specified in Item VI (A).

In case of discrepancies between the English and French texts, the English shall prevail.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present agreement.

DONE at Conakry, in duplicate, this 29th day of May 1979.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

OLIVER S. CROSBY
Oliver S. Crosby
Ambassador of the United States of America

FOR THE GOVERNMENT OF THE PEOPLE'S REVOLUTIONARY REPUBLIC OF GUINEA

S.E.M. MOUSSA DIAKITE
S.E.M. Moussa Diakite
President, State Committee for Cooperation with the Americas and International Organizations

MEMORANDUM OF UNDERSTANDING RELATING TO THE AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE PEOPLE'S REVOLUTIONARY REPUBLIC OF GUINEA FISCAL YEAR 1979

In implementation of the Agreement between the Government of the United States of America and the Government of the People's Revolutionary Republic of Guinea for Sales of Agricultural Commodities in Fiscal Year 1979 (hereinafter referred to as the Agreement), the Government of the United States of America and the Government of the People's Revolutionary Republic of Guinea have noted and agreed as follows:

I. Commodities

Previous Agreements for the Sales of Agricultural Commodities were concluded on the following dates: February 2, 1962 (and the

amendments thereto of May 3, 1962, and June 29, 1962); May 22, 1963 (and the amendments thereto of November 2, 1963; July 1 and July 11, 1964; and September 18, 1965); June 13, 1964 (and the amendments thereto of October 7, 1964, and December 21, 1964); February 4, 1966; October 18, 1967; February 3, 1969; May 6, 1970; August 8, 1970; March 12, 1971; June 17, 1971 (and the amendments thereto of May 15 and 23, 1972); March 15, 1973, (and the amendments thereto of March 30 and April 11, 1973); May 8, 1974 (and the amendments thereto of May 24, 1974; June 13 and 14, 1974; May 8, 1975); April 21, 1976 (and the amendments thereto of September 22, 1976; June 15, 1977; and December 10, 1977).[1]

Under the terms of these Agreements, the people of the United States of America have extended food assistance to the people of the People's Revolutionary Republic of Guinea for 17 years, from 1962 through 1978, valued at 73.5 million. Wishing to maintain and strengthen the relations between the people of the United States of America and the People's Revolutionary Republic of Guinea, the two Governments have entered into the present Agreement whereby.

The Government of the United States of America as stated in Part I, Article I(A) of the Agreement undertakes to finance the sales of agricultural commodities to the Government of the People's Revolutionary Republic of Guinea on a concessional basis in quantities specified in Part II of the Agreement. Commodities so furnished under the Agreement shall be considered as supplementing Guinean national production in the transitional period to greater national food self-sufficiency.

II. Reporting

A. In order that the two partners may be informed of the status of the program and in order to implement the provisions of the Agreement, the Government of the People's Revolutionary Republic of Guinea acknowledges the following reports which must be submitted to AID by the Government of the People's Revolutionary Republic of Guinea, noting the dates due for each report:

Reporting Schedule

1. Annual

Date Due	Report
January 15	Compliance Report Covering October–December
April 15	Compliance Report Covering January–March

[1] TIAS 4948, 5057, 5126, 5394, 5487, 5890, 5668, 5701, 5712, 5966, 6381, 6640, 6971, 7147, 7182, 7406, 7942, 7835, 7860, 8258, 8378, 8585, 8864; 13 UST 131, 1114, 1800; 14 UST 1003, 1784; 16 UST 1671; 15 UST 1926, 2172, 2238; 17 UST 109; 18 UST 2887; 20 UST 380; 21 UST 2208; 22 UST 1035, 1574; 23 UST 1296; 25 UST 2729, 917, 1277; 27 UST 1474, 3467; 28 UST 3269; 29 UST 1028.

July 15	Compliance Report Covering April–June
October 15	Compliance Report Covering July–September
December 1	Annual Self Help Report
December 1	Receipt and Expenditures of Proceeds
2. Within six months after delivery of the commodities	Self-Help Report
Upon Completion of Unloading of Each Ship	Shipping and Arrival Report

B. The Government of the People's Revolutionary Republic of Guinea agrees to establish procedures for the timely submission of complete and accurate compliance reports and the systematic deposit of payments, including arrearages, to the Commodity Credit Corporation. To this end, the United States Embassy and the People's Revolutionary Republic of Guinea have each designated officials responsible for all compliance and repayment matters falling under the PL 480 program.

C. In addition, the Government of the People's Revolutionary Republic of Guinea acknowledges its obligation to inform the Embassy of the United States regarding progress made in the effort to attain self-sufficiency in food production in Guinea. The means for acquiring this information may include on-site visits for the Ambassador of the United States and/or his designee and discussions with responsible government officials.

III. Use of Local Currency Proceeds: Self-Help Requirements

A. With regard to the accumulation and use of proceeds from sales of commodities provided under Title I, the Government of the People's Revolutionary Republic of Guinea notes in Part I, Article II (F) of the Agreement the requirements for an accounting of the use of the proceeds accruing under the Agreement and agrees to furnish annual reports which indicate: (1) total amount of proceeds deposited (2) the projects for which the proceeds were used (3) the sites of the projects (4) the amount of proceeds used for each project (5) the total amount of proceeds used on all projects (6) a statement indicating what actions were taken in accordance with the Agreement and the extent to which these efforts have benefited the needy.

B. The Government of the People's Revolutionary Republic of Guinea agrees that it will notify the Embassy via Diplomatic Note when a project deemed to qualify as a "self-help project" within the terms of this agreement is undertaken. The Embassy will be notified and will be given access to the project site. The Government of the People's Revolutionary Republic of Guinea will also

inform the Embassy via diplomatic note of the total resources to be expended on such projects as they are begun.

C. The Government of the People's Revolutionary Republic of Guinea agrees to use the proceeds accruing under the Agreement for the purposes outlined in Part II, Items V and VI of the Agreement, entitled Self-Help Measures, and for budget sectors related to those purposes, particularly the development of incentives to farmers for the increase of food crop production and improvements in the processing, distribution and marketing of food crops.

D. The Government of the People's Revolutionary Republic of Guinea agrees to provide a follow-up report by the end of June and every six months thereafter until all local proceeds generated under the FY 78 agreement have been utilized. This report will contain the information called for in Part III, Paragraph A (1-6) of the 1979 Memorandum of Understanding.

E. The Government of the People's Revolutionary Republic of Guinea further agrees that it shall submit to the Embassy of the United States in Conakry proposals for the use of proceeds generated by Agricultural Commodity Sales Agreements and amendments referred to in Section I of this Memorandum of Agreement; and the funds generated by sales of commodities provided under the PL 480 Title II program of fiscal years 1974 and 1975. The proposals for the use of these funds shall be based on projects aimed at promoting economic development, primarily in the agricultural sector, and towards the purposes described in the Self-Help Measures sections of the aforementioned Agreements.

IV. Provisions of the Agreement

A. Financial Terms

1. As set forth in Part II, Item II of the Agreement, financing of the program shall provide for convertible local currency credit terms of 30 years credit including a five year grace period, with interest rates of two percent during the grace period and three percent thereafter.

2. The Government of the People's Revolutionary Republic of Guinea agrees to pay the initial payment specified in Part II of the Agreement. This payment shall be a total of five percent of the purchase price ($300,000) to be made in United States dollars in accordance with applicable purchase authorization.

B. Identification

In view of the efforts of the Government of the United States of America to assist the Government of the People's Revolutionary Republic of Guinea providing food commodities on a concessional basis; in recognition that this assistance has continued for 17 years providing 73.5 million in concessional sales of agricultural commodities; being desirous of promoting increased goodwill between the people of the United States of America and the people of the People's Revolutionary Republic of Guinea; with reference to the

Agreement under consideration; and in recognition of Part I, Article III, Item I of the Agreement,

The Government of the United States of America and the Government of the People's Revolutionary Republic of Guinea agree to undertake a program of identification and publicity of the Agreement including the following:

a. Upon signature of the Agreement both parties will issue a joint communique detailing the signing of the Agreement, including the amounts of commodities to be provided;

b. The text of this communique shall be broadcast over the national radio network of the People's Revolutionary Republic of Guinea, the Voice of the Revolution, not later than one week after the signing of the Agreement;

c. The text of the communique shall be published in HOROYA, the central organ of the Parti-Etat de Guinee not later than three weeks following the signing of the Agreement and shall be accompanied by an article noting the United States commodity assistance to the People's Revolutionary Republic of Guinea which is provided on the basis of the friendship between the peoples of the People's Revolutionary Republic of Guinea and the United States of America.

d. The text of the communique shall be published in the Bulletin of the Embassy of the United States of America in Conakry, accompanied by an article noting the United States commodity assistance to the People's Revolutionary Republic of Guinea which is provided on the basis of the friendship between the peoples of the People's Revolutionary Republic of Guinea and the United States of America.

e. In the issuance of bids for provision of the commodities to be financed under the Agreement, the Government of the People's Revolutionary Republic of Guinea agrees that food commodities shall be marked as being provided on a concessional basis to the people of Guinea by the people of the United States of America. In addition, the Government of the People's Revolutionary Republic of Guinea, insofar as practicable, will insure that such identification is made at the point of sales of the commodities.

f. The Government of the People's Revolutionary Republic of Guinea will announce the arrival of commodities financed under the Agreement on the national radio network and in HOROYA after the final delivery under this agreement.

C. In order to fully implement Items a, b, c, d, e, and f above, the Government of the People's Revolutionary Republic of Guinea agrees to report on a periodic basis on the measures taken to carry out publication of the Agreement. These reports shall be included as part of the quarterly Compliance Reports (Part II(A) of the Memorandum of Understanding) and shall detail the measures taken by the Government to identify the commodities provided

under the Agreement as being provided to the people of Guinea by the people of the United States of America.

D. Usual Marketing Requirements (UMR's)

1. The Government of the People's Revolutionary Republic of Guinea notes in Part II, Item III of the Agreement, the provision for a Usual Marketing Requirement in fiscal year 1979 of the following:

Rice	13,000	MT
Wheat Flour	6,300	MT
Vegetable Oils	1,936	MT

2. The Usual Marketing Requirement for each commodity represents an average of commercial imports of the People's Revolutionary Republic of Guinea over the past five years. The UMR complies with Section 103(c) of PL 480 which requires that in negotiating PL 480 Title I Agreements the President of the United States of America shall take reasonable precautions to safeguard usual marketings of the United States and to assure that sales under Title I will not unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries.

Therefore, the Government of the United States of America wishes to point out and the Government of the People's Revolutionary Republic of Guinea acknowledges the following:

a. The UMR for each commodity is presumed to be the minimum quantity that would be imported through normal commercial channels in the absence of a Title I sales agreement and, therefore, must be imported commercially even though the full allotment under Title I is not utilized.

b. Purchases against the UMR's are to be financed by the Government of the People's Revolutionary Republic of Guinea from its own resources (not including AID financing). Imports from the USSR, People's Republic of China, Eastern Europe (except Poland and Yugoslavia), Cuba, Vietnam and North Korea, commodities imported under PL 480, or grants received from the United States or other sources cannot be counted towards the UMR's.

c. Should the United States Government authorize and finance deliveries of Title I commodities to extend beyond the supply period specified in Part II of the Agreement, the importing country will be required according to Article III A(1) of the Agreement to maintain the same UMR for the subsequent comparable period. If a UMR different from that established in the Agreement is deemed appropriate, the Agreement may be amended.

3. In view of the Usual Marketing Requirement the Government of the United States of America wishes to inform the Government

of the People's Revolutionary Republic of Guinea that short term commercial credit (6 to 36 months) is available through the Commodity Credit Corporation (CCC) Export Credit Sales Program to foreign buyers purchasing U.S. agricultural commodities. This source of financing may be used to purchase the usual marketing requirements. Credit is initially extended by the Foreign Agricultural Service, USDA, to U.S. exporters to help them move a greater volume of sales than they could otherwise be able to do by conventional private financing. A letter of credit is opened in favor of CCC credit and after shipment of a commodity, the U.S. exporter sells the account receivable to the Treasurer of the CCC. In this process the deferred payment benefit and credit obligations are transferred to the foreign buyer.

Financing is limited to the full export value of the commodity (FOB or FAS basis) and payments are due 12 months from the on-board bill of lading date in equal annual payments of principal and accrued interests.

If the term of credit is less than one year, then the total is due and payable at the end of the credit period. The key assurance document to CCC financing is the irrevocable letter of credit from either an approved foreign or U.S. bank. A foreign bank letter of credit opened in favor of the Treasurer of CCC must be confirmed for at least 10 percent of the value by a U.S. bank. The interest rates charged for CCC financing are adjusted periodically to reflect a proper relation to U.S. bank rates, the costs of money to CCC, and credit rates offered by competing foreign suppliers. The Department of Agriculture issues monthly press releases announcing current interest rates and the list of commodities eligible for short-term financing.

As the CCC Export Credit Sales Program services commercial trade requirements and aims only at expanding commodity exports, the cargo requirements of the U.S. cargo preference legislation (PL 664) do not apply to the resulting exports. Foreign buyers are free to select ocean carriers.

E. Cost and Value

The export market values of commodities shown in Part II of the Agreement represent the total amount for which purchase authorizations may be issued and include the initial payment. The quantities of commodities shown in Part II of the Agreement are approximations based on current estimates of export market prices. It should be understood that changes in market prices may take place after negotiations have begun which will result in an increase or decrease in the quantity of the commodity procurable with the dollar amounts under negotiation.

In view of limitations on overall commodity and PL 480 funding availabilities, the Government of the United States of America wishes to call particular attention of the Government of the People's Revolutionary Republic of Guinea to Article I(e) of Part I of

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the Agreement, which provides that the export market value specified in Part II may not be exceeded. This means that, if commodity prices increase over those used in determining the quantities and market values indicated in Part II of the Agreement, the quantity to be financed under the agreement will be less than the appropriate maximum quantity set forth in Part II. However, should commodity prices be lower at time of purchase, the Government of the People's Revolutionary Republic of Guinea may purchase up to the maximum export market value.

Also if supply problems and limitations on PL 480 expenditures arise in FY 1979, it may become necessary to withhold some shipments during the supply period. Such actions can be taken pursuant to Part I, Article III of the Agreement, which is a standard provision included in all Agreements to cover a point required by statute. Although such action does not now appear probable, the Government of the People's Revolutionary Republic of Guinea acknowledges this provision in the event the United States Government is unable to implement fully the amounts provided for in the sales agreement. In all cases, commodities are purchased from private U.S. suppliers and actual prices are agreed upon between buyers and sellers (subject to price review by USDA).

F. Exports

The commodities provided in the Agreement are for the purpose of helping to meet the food requirements of the People's Revolutionary Republic of Guinea and are not for the purpose of permitting an increase in exports of the same or like commodities as defined in the Agreement. Any exports of the same or like commodities, either of indigenous origin or foreign origin accordingly, cannot be permitted unless specifically agreed to by the U.S. This is specifically covered in Part I, Article III A(4) and Part II, Item IV of the Agreement.

G. Violations

The Government of the United States of America and the Government of the People's Revolutionary Republic of Guinea note that failure to comply with the provisions of Part I, Article III A of the Agreement or failures to comply with any other requirement of the Agreement, could result in withholding issuance of purchase authorizations and would be taken into account in consideration of new PL 480 agreements unless the situation is remedied. If the violation involves prohibited exports, remedy may take form of dollar payment to the U.S. Government to the extent of the value of the violation or the purchase and importation, utilizing the importing country's own resources, on a commercial basis from the United States, an equivalent amount of such excess exports. These additional imports must be over and above the UMR.

H. Purchase Authorizations

The Government of the People's Revolutionary Republic of Guinea notes that purchase authorizations issued under the Agreement will contain requirements that invitations for bids for both commodity and freight must be submitted to FAS/USDA/Washington for review and approval prior to their release to prospective bidders. The primary purpose of this requirement is to enable USDA to insure that invitations do not contain terms or conditions which may be in conflict with Purchase Authorization terms and PL 480 financing regulations. Prior review of invitations will also give USDA specialists opportunity to provide advice and assistance in assuring realistic commodity delivery schedules in order to allow maximum flexibility in matching available shipping to commodity contracts.

V. General Considerations

A. Prior to the signature of the Agreement, the Government of the People's Revolutionary Republic of Guinea informs the Embassy of the United States of America in Conakry of the individuals or agencies in the Government of the People's Revolutionary Republic of Guinea responsible for, and with whom representatives of the United States Government may consult, concerning:

1) Commodity arrival and offloading information.
2) Marking and identifying of commodities.
3) Publicizing arrivals.
4) Assurances against resale and transshipment.
5) Access to port facilities during delivery.
6) Access to warehousing and distribution facilities.
7) Compliance with Usual Marketing Requirements and Export Limitations.
8) Generation and use of currencies arising from convertible local currency credit sales.
9) Carrying out self-help measures.
10) Reconciliation of accounts, including principle and interest payments.

B. The Government of the United States of America informs the Government of the People's Revolutionary Republic of Guinea that it will be necessary to designate one or more persons in the United States to consult with representatives of the United States Government to discuss the rules and procedures applicable to procurement, financing, reporting, and ocean transportation, because of the complications involved in connection with the implementation of all the provisions of the Agreement. This consultation must be completed before any purchase authorizations are issued. A designated person in the United States should be authorized to sign all documents relating to the implementation of the Agreement.

C. Furthermore, the Government of the United States of America informs the Government of the People's Revolutionary Republic of Guinea that if it engages the services of an individual or firm as

its agent to handle the procurement of the commodities and/or ocean shipping, such agent must be approved by the United States Department of Agriculture. A copy of the written agreement between the Government of the People's Revolutionary Republic of Guinea and the United States agent must be submitted to USDA for approval. Such approval should be obtained prior to the issuance of the applicable purchase authorizations.

VI. Delivery-Distribution

A. The Government of the People's Revolutionary Republic of Guinea is responsible for the payment of all shipping costs incurred for the delivery of commodities under this Agreement except for the ocean freight differential, which will be paid for by the Government of the United States of America. The ocean freight differential is deemed to be the amount, as determined by the Government of the United States of America, by which the cost of ocean transportation is higher (than would otherwise be the case) by reason of the requirement that the commodities be transported in United States flag vessels.

B. In view of the responsibility of the Embassy of the United States in Conakry for execution of the Agreement on the part of the Government of the United States of America, the Government of the People's Revolutionary Republic of Guinea agrees to provide access to the port of Conakry throughout the duration of delivery of commodities under the Agreement, to Embassy personnel charged with operational responsibility for the Agreement (including the Economic/Commercial Officer, the Consul, and the representative of AID).

C. The People's Revolutionary Republic of Guinea agrees to identify receiving and storage points for all PL 480 commodities provided under this Agreement. In addition, special efforts will be taken to insure against the movement of commodities outside of official channels. Should any PL 480 commodities be distributed outside of official channels, the People's Revolutionary Republic of Guinea agrees to identify the commodities and the quantities involved as well as the corrective and punitive measures to be taken against offenders.

D. The Government of the People's Revolutionary Republic of Guinea recognizes the necessity of the expeditious discharging of commodities provided under the Agreement and to this end, per Item VI (B), will formulate a delivery schedule making the most judicious use of port, transport and storage facilities. Discharging of the cargo shall be accomplished as rapidly as possible on a twenty-four hour basis, weather permitting. In addition, special care shall be taken to insure the integrity of the shipments against any loss.

E. The Government of the People's Revolutionary Republic of Guinea agrees to undertake specific measures to assure safety and personal security to U.S. and foreign flag vessels delivering commodities financed under this Agreement.

VII. Conclusion

This Memorandum of Understanding shall enter into force upon signature of the Agreement between the Government of the United States of America and the Government of the People's Revolutionary Republic of Guinea for Sales of Agriculture Commodities. Signed this day of May 1979.

FOUROUMO KOUROUMO
For the Government of the People's Revolutionary Republic of Guinea, Fouroumo Kourouma, Director, AID Division, State Committee for Cooperation with the Americas and International Organizations.

STEPHEN G. BRUNDAGE
For the Government of the United States of America, Stephen G. Brundage, Economic and Commercial Attache, Embassy of the United States of America at Conakry

ACCORD CONCLU ENTRE LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE ET LE GOUVERNEMENT DE LA REPUBLIQUE POPULAIRE REVOLUTIONNAIRE DE GUINEE EN VUE DE LA VENTE DE PRODUITS AGRICOLES DANS LE CADRE DU PROGRAMME RELEVANT DU TITRE PREMIER DE LA LOI PUBLIQUE 480

Le Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la République Populaire Révolutionnaire de Guinée sont convenus de la vente de produits agricoles mentionnés ci-dessous. Cet Accord comprendra le Préambule, les Ière et IIIème Parties de l'Accord du 21 avril 1976 et la IIème Partie ci-après:

IIème Partie, DISPOSITIONS PARTICULIERES

Point I. Tableau des produits:

Produit	Période d'offre (année budgétaire des Etats-Unis)	Quantité Maximum Approximative (en tonnes métriques)	Valeur Maximum sur le marché d'exportation (en millions de dollars)
Farine de blé	1979	8.000	$ 1,7
Riz	1979	10.000	$ 2,8
Huile de coton	1979	2.000	$ 1,5
		total	$ 6

Point II. Modalités de paiement:

Crédit en monnaie locale convertible:

1. Paiement initial -- 5 pour cent
2. Paiement en monnaie locale -- Néant
3. Nombre de versements -- 26 versements
4. Montant de chaque versement -- montants annuels approximativement égaux
5. Date d'échéance du premier versement -- 5 ans après la date de la dernière livraison des produits pour chaque année civile
6. Taux d'intérêt -- 2 pour cent
7. Taux d'intérêt -- 3 pour cent.

Point III. Tableau des marchés habituels

Produit	Période d'importation (année budgétaire des Etats-Unis)	Obligations relatives aux marchés habituels (en tonnes métriques)
Blé/Farine de blé (équivalence en grain)	1979	6.300
Riz	1979	13.000
Huiles végétales Comestibles et/ou Graines oléagineuses (en équivalence d'huile)	1979	1.396

Point IV. Limitation des exportations

A. La période de limitation des exportations sera l'année budgétaire des Etats-Unis 1979 ou toute année budgétaire des Etats-Unis suivante, au cours de laquelle les produits financés aux termes du présent Accord seront importés ou utilisés.

B. En application de l'Article III A(4), Ière Partie de l'Accord, les produits qui ne doivent pas être exportés sont: pour le riz -- le riz paddy, brun ou blanchi; pour le blé/la farine de blé -- le blé, la farine de blé, le blé en flocons, la semoule, la fécule, le bulgur (ou le même produit sous un nom différent); et pour le soja/l'huile de coton -- toutes les huiles végétales comestibles, y compris l'huile de soja, l'huile d'arachide, l'huile de sésame, l'huile de tournesol, l'huile de coton, l'huile de colza, et toutes graines oléagineuses comestibles à partir desquelles sont produites les huiles comestibles.

Point V. Mesures d'Auto-assistance

A. Lors de la mise en oeuvre de ces mesures d'auto-assistance, on s'attachera particulièrement à contribuer directement au développement dans les zones rurales pauvres et à permettre aux populations pauvres de prendre une part active à l'accroissement de la production agricole grâce à l'agriculture à petite échelle.

B. Le Gouvernement de la République Populaire Révolutionnaire de Guinée convient:

1. De continuer à fournir des incitations aux cultivateurs pour l'accroissement de la production vivrière en vue de combler particulièrement le déficit en riz.

2. D'améliorer le traitement et la distribution des récoltes vivrières ainsi que l'usinage et le stockage du riz.

3. De continuer la recherche appliquée dans le domaine des cultures vivrières et l'amélioration des services de vulgarisation dans le but de diffuser des informations d'une manière rationnelle et utilisable aux petites exploitations.

4. D'améliorer la formation des fonctionnaires des échelons moyens dans le domaine de la technologie agricole et de l'instruction professionnelle en vue de fournir le personnel qualifié nécessaire au développement rural.

5. De continuer d'améliorer la collecte et l'utilisation des statistiques de production agricoles et commerciales en vue de faciliter la planification et l'évaluation du développement.

6. De faciliter la commercialisation par la stabilisation des prix des éléments de production, par développement accru de l'infrastructure (y compris les routes secondaires et les marchés), et de susciter par la recherche une meilleure compréhension de la commercialisation en Guinée.

7. Le Gouvernement de la République Populaire Révolutionnaire de Guinée, en collaboration avec les organisations nationales et internationales compétentes et avec le Gouvernement des Etats-Unis, à savoir l'USDA/AID, effectuera une étude officielle des données courantes relatives à la distribution des approvisionnements et au commerce du secteur agricole en vue de déterminer l'intégrité et la validité des données aux fins d'utilisation en matière de développement économique et de travaux de recherche analytique et de projections connexes et aux fins de programmation au titre de la Loi publique 480. L'accent sera mis particulièrement sur la mise à jour des données relatives à l'offre et à la demande et au commerce nécessaires pour les produits proposés pour la programmation au titre de la Loi publique 480.

Point VI. Objectifs de développement économique auxquels doit être consacré le produit des ventes revenant au pays importateur:

A. Les denrées fournies au titre du présent accord ou les montants revenant au pays importateur sur la vente de denrées de ce genre seront utilisés pour les projets/programmes suivants qui profitent directement aux peuples nécessiteux du pays importateur.

1. Les mesures d'auto-assistance suivantes identifiées à l'article V:

   a. Continuer à encourager les fermiers à l'accroissement de la production vivrière en vue de combler particulièrement le déficit en riz.

   b. Améliorer le traitement et la distribution des récoltes vivrières ainsi que le décorticage et le stockage du riz.

   c. Continuer les travaux de recherche appliquée dans le domaine des cultures vivrières et l'amélioration des services de vulgarisation dans le but de transmettre les données d'une manière rationnelle et utilisable par les fermiers de petites exploitations.

   d. Améliorer la formation des fonctionnaires des échelons moyens dans le domaine de la technologie agricole et de l'instruction professionnelle en vue de fournir le personnel qualifié pour le développement rural.

   e. Continuer d'améliorer la collecte et l'utilisation des statistiques de production agricole et commerciale en vue de faciliter la planification et l'évaluation du développement.

   f. Faciliter la commercialisation par la stabilisation des prix des éléments de production, par un développement accru de l'infrastructure (y compris les routes secondaires et les marchés), et assurer par la recherche une meilleure compréhension de la commercialisation en Guinée.

   g. Le Gouvernement de la République Populaire Révolutionnaire de Guinée, en collaboration avec les organisations nationales et internationales compétentes et avec le Gouvernement des Etats-Unis, à savoir l'USDA/AID, effectuera une étude officielle des données courantes relatives à la distribution des approvisionnements et au commerce du secteur agricole en vue de déterminer l'intégrité et la validité des données aux fins d'utilisation en matière de développement économique et de travaux de recherche analytique et de projections connexes et aux fins de programmation au titre de la Loi publique 480. L'accent sera mis particulièrement sur la mise à jour des données relatives à l'offre et à la demande et au commerce nécessaires pour les produits proposés pour la programmation au titre de la Loi publique 480.

B. Les projets/programmes identifiés à l'Article VI, ci-dessus, profiteront directement aux nécessiteux des manières suivantes.

1. L'assouplissement du commerce privé et les recettes accrues des cultivateurs stimuleront la production, diminuant ainsi le déficit en riz. Ces mesures aideront à améliorer le régime alimentaire des couches les plus défavorisées de la population guinéenne ainsi que leur pouvoir d'achat.

2. Les améliorations apportées au traitement et à la distribution des récoltes vivrières aideront à assurer que les plus nécessiteux dans les régions souffrant de déficit en produits alimentaires recevront un régime convenable. Les projets routiers devant bientôt se terminer ont facilité l'échange commercial de céréales vivrières et de biens de consommation entre les centres urbains et les régions rurales de production vivrière.

3. Les facultés d'agronomie et les centres de recherche agricole forment des Guinéens à tous les niveaux. Ceux qui ont déjà obtenu leurs diplômes de ces institutions travaillent actuellement dans chacune des trente-trois régions de Guinée. La poursuite de leurs travaux de recherche et d'amélioration des services de vulgarisation facilitera la diffusion de techniques modernes d'agriculture, de santé et de production dans les régions rurales.

4. Des fonctionnaires qualifiés des échelons moyens gèrent une nouvelle unité de production agricole, la F.A.P.A. (Ferme agri-pastorale d'arrondissement). Recevant du gouvernement, au départ, les services de techniciens et les machines, semences et engrais nécessaires, les F.A.P.A. sont destinées à devenir des coopératives rurales se suffisant à elles-mêmes et devant contribuer au produit agricole national, vendant leurs produits sur les marchés locaux, régionaux et nationaux. Elles réinvestissent leurs bénéfices dans la coopérative.

5. Le Gouvernement de la République Révolutionnaire de Guinée a, en collaboration avec la FAO, établi un programme de formation de statisticiens agricoles et de pédologues dans le cadre d'un effort d'ensemble visant à élargir et à améliorer la base statistique employée pour mesurer et planifier la production agricole. Les résultats de ces efforts devraient s'avérer utiles dans l'identification et l'élaboration de nouveaux programmes de l'A.I.D. en Guinée.

C. En plus du rapport requis à l'Article II(F), Ière Partie, de cet Accord, le pays importateur convient de fournir des rapports sur les progrès ci-dessus. De tels rapports seront préparés par le pays importateur dans les 6 mois qui suivront la dernière livraison de denrées, durant la première année civile de l'Accord et tous les six mois suivants jusqu'à ce que toutes les denrées fournies au titre du présent accord ou toutes les recettes provenant de leur vente soient utilisées pour le projet/programme specifié au Point VI(A).

En cas de contradition entre le texte anglais et le texte francais, l'anglais va dominer.

EN FOI DE QUOI, les représentants soussignés, dûment autorisés à cet effet, ont signé le présent Accord.

FAIT à Conakry, en deux exemplaires, le 29 mai 1979.

POUR LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE

Oliver S. Crosby

Oliver S. CROSBY
Ambassadeur des
Etats-Unis d'Amérique

POUR LE GOUVERNEMENT DE LA REPUBLIQUE POPULAIRE REVOLUTIONNAIRE DE GUINEE

S.E.M. Moussa Diakite

S.E.M. Moussa DIAKITE
Président, Comité d'Etat
de Coopération Avec les
Pays d'Amérique et Organismes
Internationaux

MEMORANDUM D'ENTENTE
CONCERNANT L'ACCORD

ENTRE

LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE
ET
LE GOUVERNEMENT DE LA REPUBLIQUE POPULAIRE
REVOLUTIONNAIRE DE GUINEE

EN VUE DE LA VENTE DE PRODUITS
AGRICOLES
POUR L'ANNEE FISCALE 1979

En exécution de l'Accord entre le Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la République Populaire Révolutionnaire de Guinée en Vue de la Vente de Produits Agricoles pour l'Année Fiscale 1979 (ci-après dénommé l'Accord), le Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la République Populaire Révolutionnaire de Guinée ont pris connaissance et convenu de ce qui suit:

I - PRODUITS

Les Accords précédents en Vue de la Vente de Produits Agricoles ont été conclus aux dates suivantes: le 2 février 1962 (et les amendements s'y rapportant du 3 mai 1962 et du 29 juin 1962); le 22 mai 1963 (et les amendements du 2 novembre 1963, du 1er et du 11 juillet 1964, et du 18 septembre 1965); le 13 juin 1964 (et les amendements du 7 octobre 1964 et du 21 décembre 1964); le 4 février 1966; le 18 octobre 1967; le 3 février 1969; le 6 mai 1970; le 8 août 1970; le 12 mars 1971; le 17 juin 1971 (et les amendements du 15 et du 23 mai 1972); le 15 mars 1973 (et les amendements du 30 mars et du 11 avril 1973 le 8 mai 1974 (et les amendements du 24 mai 1974, du 13 et du 14 juin 1974 et du 8 mai 1975); le 21 avril 1976 (et les amendements du 22 septembre 1976, du 15 juin 1977, et du 10 décembre 1977).

Sous les termes de ces Accords, le peuple des Etats-Unis d'Amérique a accordé une assistance alimentaire au peuple de la République Populaire Révolutionnaire de Guinée pendant 17 ans, de 1962 à 1978 inclusivement, pour une valeur de 73,5 millions de dollars.

Désirant maintenir et renforcer les relations entre les peuples des Etats-Unis d'Amérique et de la République Populaire Révolutionnaire de Guinée, les deux Gouvernements ont conclu un Accord par lequel le Gouvernement des Etats-Unis, comme arrêté à la Partie I Article I(A) de l'Accord, s'engage à financer la vente de produits agricoles dans les quantités spécifiées dans la Partie II de l'Accord au Gouvernement de la République Populaire Révolutionnaire de Guinée, sur des bases concessionnaires. Les produits fournis suivant l'Accord seront considérés comme un supplément de la production nationale guinéenne pendant une période de transition vers un niveau plus élevé d'auto-suffisance alimentaire nationale.

II. RAPPORTS

A. Dans le but que les deux parties soient informées de l'état du programme et dans le but de mettre en oeuvre les dispositions de l'Accord, le Gouvernement de la République Populaire Révolutionnaire de Guinée reconnaît devoir soumettre à l'AID les rapports suivants, en tenant compte de la date d'échéance indiquée pour chaque rapport:

Calendrier des Rapports

1.	Date d'échéance annuelle	Rapport
	15 janvier	Rapport de conformité aux Dispositions de l'Accord pendant la période octobre-décembre
	15 avril	Rapport de conformité pendant la période janvier-mars
	15 juillet	Rapport de conformité pendant la période avril-juin
	15 octobre	Rapport de conformité pendant la période juillet-septembre
	1er décembre	Rapport annuel d'Auto-assistance
	1er décembre	Rapport sur l'accumulation et la destination des fonds provenant des ventes
2.	Dans les six mois qui suivent la livraison des produits	Rapport d'Auto-assistance
	Après chaque déchargement	Rapport d'expédition et d'arrivée.

B. Le Gouvernement de la République Populaire Révolutionnaire de Guinée convient d'établir des procédures pour la soumission des rapports de conformité précis, complets, et dans les délais determinés ainsi que pour le dépôt systématique de versements et des arrérages à la CCC. A cette fin, l'Ambassade des Etats-Unis d'Amérique et la République Populaire Révolutionnaire de Guinée ont chacune designé des fonctionnaires responsables de toutes les questions de conformité et de remboursements qui relèvent du programme PL 480.

C. En outre, le Gouvernement de la République Populaire Révolutionnaire de Guinée reconnaît ses obligations d'informer l'Ambassade des Etats-Unis du progrès accompli dans l'effort pour parvenir à une auto-suffisance alimentaire en Guinée. Les moyens d'obtenir ces informations peuvent inclure des visites des lieux par l'Ambassadeur des Etats-Unis et/ou la personne qu'il aura désignée, et des discussions avec les fonctionnaires compétents du Gouvernement.

III - DESTINATION DES FONDS EN MONNAIE LOCALE: AUTO-ASSISTANCE

A. En ce qui concerne l'accumulation et la destination des Fonds provenant de la vente des produits fournis sous le Titre I, le Gouvernement de la République Populaire Révolutionnaire de Guinée prend note dans l'Article II(F) de l'Accord des exigences pour une comptabilité de la destination des fonds provenant de l'Accord et convient de fournir un rapport annuel qui indique (1) le montant total accumulé des recettes déposées, (2) les projets pour lesquels les recettes ont été utilisées, (3) le site des projets, (4) le montant des recettes de la vente des produits utilisé pour chaque projet, (5) le montant total des recettes utilisées pour chaque projet, (6) un rapport indiquant les actions entreprises en conformité avec l'Accord et la mesure dans laquelle ces efforts ont profité aux nécessiteux.

B. Le Gouvernement de la République Populaire Révolutionnaire de Guinée convient qu'il avisera l'Ambassade par note diplomatique lorsqu'un projet, estimé avoir qualité de "projet d'auto-assistance" suivant les termes de cet accord, sera entrepris. L'Ambassade en sera avertie et se verra donner accès au site du Projet. Le Gouvernement de la République Populaire Révolutionnaire de Guinée informera également l'Ambassade par note diplomatique du total des recettes devant être consacrées à ces projets à leur début.

C. Le Gouvernement de la République Populaire Révolutionnaire de Guinée s'engage à destiner les fonds provenant de l'Accord aux buts soulignés dans la Partie II, Points V et VI "Mesures d'Auto-assistance", et pour les secteurs budgétaires se rapportant à ces buts, spécialement le développement des encouragements aux fermiers pour l'accroissement de la production agricole et l'amélioration des traitement, stockage, et commercialisation des récoltes vivrières.

D. Le Gouvernement de la République Populaire Révolutionnaire de Guinée convient de soumettre un rapport périodique d'ici la fin juin et tous les six mois par la suite jusqu'à ce que tous les fonds provenant de la vente des produits aux termes de l'Accord pour l'année fiscale 1978 soient utilisés. Ce rapport comprendra les informations prévues par la Partie III, paragraphe A (1-6) du Mémorandum d'Entente de 1979.

E. Le Gouvernement de la République Populaire Révolutionnaire de Guinée convient en plus de remettre à l'Ambassade des Etats-Unis à Conakry des propositions pour la destination des fonds découlant des Accords de Vente de Produits Agricoles et des amendements cités à la section I de ce Mémorandum d'Entente; et les fonds provenant des ventes de produits fournis par les programmes Titre II sous la PL 480 des années fiscales 1974 et 1975. Les propositions de destination de ces fonds auront en vue des projets visant à promouvoir le développement économique, surtout dans le secteur agricole, et à atteindre les buts décrits dans les sections sur les Mesures d'Auto-assistance des Accords ci-dessus mentionnés.

IV - DISPOSITIONS DE L'ACCORD

A. Modalités financières.

1. Comme établi dans la Partie II, Point II de l'Accord, le financement du programme requerra des modalités de crédit pendant 30 ans en monnaie locale convertible, y compris un délai initial de 5 ans, avec des taux d'intérêt de deux pour cent pendant le délai et de trois pour cent après.

2. Le Gouvernement de la République Populaire Révolutionnaire de Guinée convient d'effectuer le paiement initial spécifié dans la Partie II de l'Accord. Ce paiement qui équivaudra à cinq pour cent du prix d'achat ($ 300,000) devra être fait en dollars des Etats-Unis suivant l'autorisation d'achat afférente.

B. Identification.

En considérant les efforts du Gouvernement des Etats-Unis d'Amérique pour assister le Gouvernement de la République Populaire Révolutionnaire de Guinée en lui fournissant les produits alimentaires suivant des bases concessionnaires; en reconnaissant que cette assistance s'est maintenue pendant dix-sept années en fournissant 73,5 millions de dollars de ventes concessionnaires de produits agricoles; désirant promouvoir l'amitié entre le peuple des Etats-Unis d'Amérique et le peuple de la République Populaire Révolutionnaire de Guinée; en se référant à l'Accord ici considéré; en tenant compte de la Partie I, Article III, Point I de l'Accord, le Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la République Populaire Révolutionnaire de Guinée conviennent d'entreprendre un programme d'identification et de publicité de l'Accord qui comprend ce qui suit:

a) Après la signature de l'Accord, les deux parties publieront un communiqué conjoint détaillant la signature de l'Accord en indiquant les quantités de produits à fournir;

b) Le texte du communiqué sera lu à la radio nationale de la République Populaire Révolutionnaire de Guinée, la Voix de la Révolution, dans un délai maximum d'une semaine après la signature de l'Accord;

c) Le texte du communiqué sera publié dans HOROYA, l'Organe Central du Parti-Etat de Guinée, dans un délai maximum de trois semaines après la signature de l'Accord et sera accompagné d'un article indiquant l'assistance alimentaire des Etats-Unis à la République Populaire Révolutionnaire de Guinée fournie sur la base de l'amitié entre les peuples de la République Populaire Révolutionnaire de Guinée et des Etats-Unis d'Amérique.

d) Le texte du communiqué sera publié dans le bulletin de l'Ambassade des Etats-Unis d'Amérique à Conakry accompagné d'un article indiquant l'assistance alimentaire des Etats-Unis à la République Populaire Révolutionnaire de Guinée, assistance fournie sur la base de l'amitié entre les peuples de la République Populaire Révolutionnaire de Guinée et des Etats-Unis d'Amérique.

e) En lançant les appels d'offre pour fournir les produits financés sous l'Accord, le Gouvernement de la République Populaire Révolutionnaire de Guinée convient qu'il soit marqué sur les produits qu'ils sont fournis sur des bases concessionnaires au peuple de Guinée par le peuple des Etats-Unis d'Amérique. En outre, le Gouvernement de la République Révolutionnaire de Guinée, dans la mesure du possible, assurera qu'une telle identification sera faite aux points de vente des produits.

f) Le Gouvernement de la République Populaire Révolutionnaire de Guinée annoncera l'arrivée des produits financés sous l'Accord à la radio nationale et dans HOROYA, après la dernière livraison sous l'Accord.

C. Afin d'exécuter pleinement les points a, b, c, d, e, et f ci-dessus, le Gouvernement de la République Populaire Révolutionnaire de Guinée, convient de rendre compte périodiquement des mesures prises pour mettre en oeuvre la publication de l'Accord. Ces rapports feront partie des Rapports de Conformité trimestriels (Partie II, (A) du Mémorandum d'Entente) et détailleront les mesures prises par le Gouvernement de la République Populaire Révolutionnaire de Guinée pour indiquer que les produits fournis sous l'Accord sont fournis au peuple de Guinée par le peuple des Etats-Unis d'Amérique.

D. OBLIGATIONS RELATIVES AU MARCHE HABITUEL (UMR)

1. Le Gouvernement de la République Populaire Révolutionnaire de Guinée note dans la Partie II, Point III de l'Accord la stipulation pour les Obligations Relatives au Marché Habituel (UMR) suivantes pour l'année fiscale 1979:

Riz	13.000 TM
Farine de blé	6.300 TM
Huile végétale	1.936 TM

2. L'Obligation Relative au Marché Habituel pour chaque produit représente la moyenne des importations commerciales de la République Populaire Révolutionnaire de Guinée pendant les cinq dernières années. L'UMR satisfait la Section 103(c) de la PL 480 qui exige qu'en négociant les accords du Titre I de la PL 480, le Président des Etats-Unis d'Amérique prenne des précautions raisonnables pour sauvegarder les marchés habituels des Etats-Unis et pour assurer que les ventes du Titre I ne brisent pas à tort les prix mondiaux des produits agricoles ou les normes de commerce avec les pays amis.

Par conséquent, le Gouvernement des Etats-Unis d'Amérique désire souligner, et le Gouvernement de la République Populaire Révolutionnaire de Guinée reconnait ce qui suit:

a) L'UMR pour chaque produit est présumée être la quantité minimum qui serait importée à travers les canaux de commercialisation, dans l'absence de l'accord des ventes sous le Titre I, et par conséquent doit être importés commercialement, même si l'attribution totale sous le Titre I n'est pas utilisée.

b) Les achats répondant aux UMR doivent être financés par le Gouvernement de la République Populaire Révolutionnaire de Guinée avec ses propres ressources (sans inclure le financement de l'AID). Les importations de l'URSS, la République Populaire de Chine, l'Europe de l'Est (sauf la Pologne et la Yougoslavie), Cuba, du Vietnam, et de la Corée du Nord, les produits importés sous la PL 480, ou les subventions reçues des Etats-Unis ou d'autres sources ne peuvent satisfaire les UMR.

c) Si le Gouvernement des Etats-Unis autorise et finance la livraison des produits du Titre I au delà de la période d'approvisionnement spécifiée dans la Partie II de l'Accord, le pays importateur sera tenu suivant l'Article III A(1) de l'Accord, de maintenir les mêmes UMR pour la période subséquente comparable. Si une obligation différente de celle établie dans l'Accord est jugée appropriée, l'Accord sera amendé.

3. Suivant les Obligations Relatives au Marché Habituel, le Gouvernement des Etats-Unis d'Amérique désire informer le Gouvernement de la République Populaire Révolutionnaire de Guinée que le crédit commercial à court terme (6 à 36 mois) est disponible à travers le programme de crédit pour la vente d'exportation du Commodity Credit Corporation (CCC), pour les acheteurs étrangers de produits agricoles américains. Cette source de financement peut être utilisée pour acheter les Obligations Relatives au Marché Habituel. Le crédit est ouvert d'abord par le Service Agricole Etranger du Département d'Agriculture des Etats-Unis (USDA), aux exportateurs américains pour les aider à commercialiser un plus grand volume de ventes de ce qu'ils pourraient faire autrement avec un financement privé habituel. Une lettre de crédit est ouverte en faveur du crédit CCC et après livraison du produit l'exportateur américain vend la dette active au Trésorier du CCC. Par ces procédures, l'avantage du paiement différé et les obligations du crédit sont transférés à l'acheteur étranger.

Le financement est limité à la valeur totale de l'exportation du produit (FOB ou FAS) et les paiements, qui commencent 12 mois après la date du connaissement du chargement, s'effectueront par des annualités égales du principal et de l'intérêt accumulé. Si la période de crédit est inférieure à une année, le total est dû et payable à la fin de la période de crédit. Le document principal de l'assurance pour le crédit du CCC est la lettre irrévocable de crédit d'une banque agréée étrangère ou des Etats-Unis. Une lettre de crédit d'une banque étrangère ouverte en faveur du Trésorier du CCC doit être confirmée pour au moins dix pour cent de sa valeur par une banque américaine.

Les taux d'intérêt fixés pour le financement du CCC sont périodiquement mis à jour pour refléter le rapport correct avec le taux des banques américaines, le prix de l'argent au CCC, et les taux de crédit offerts par des fournisseurs concurrents étrangers. Le Département d'Agriculture publie mensuellement des communiqués de presse indiquant les taux d'intérêt actuels et la liste de produits admissibles pour le financement à court terme.

Comme le programme de crédit pour les ventes d'exportation du CCC facilite les besoins d'échanges commerciaux et vise seulement à étendre les exportations des produits, les exigences pour le transport de la législation de préférence pour les armateurs américains (PL 664) ne s'appliquent pas aux exportations qui en découlent. Les acheteurs étrangers sont libres de choisir les transportateurs maritimes.

E. PRIX ET VALEURS

Les valeurs sur le marché d'exportation des produits mentionnés dans la Partie II de l'Accord représentent la somme totale pour laquelle les autorisations d'achat peuvent être délivrées et comprennent le paiement initial. Les quantités de produits indiqués dans la Partie II de l'Accord sont des approximations faites suivant les estimations actuelles du marché d'exportation. Il est entendu que des changements dans les prix du marché peuvent avoir lieu après le début des négociations et peuvent entraîner une augmentation ou une diminution dans la quantité du produit qui peut être acquis avec les sommes en dollars sous négotiation.

En tenant compte des limitations pour les disponibilités financières de la PL 480 et les produits en général, le Gouvernement des Etats-Unis d'Amérique désire attirer l'attention du Gouvernement de la République Populaire Révolutionnaire de Guinée sur l'Article I(e) de la Partie I de l'Accord qui stipule que la valeur sur le marché d'exportation spécifiée dans la Partie II ne peut être dépassée. Ceci veut dire que, si les prix des produits dépassent ceux qui ont été employés pour déterminer les quantités et les valeurs sur le marché qui sont indiquées dans la Partie II de l'Accord, la quantité à être financée sous l'Accord sera inférieure à la quantité maximum appropriée établie dans la Partie II. Cependant, si au moment de l'achat, les prix des produits diminuent, le Gouvernement de la République Populaire Révolutionnaire de Guinée pourra acheter jusqu'à concurrence du cours maximum sur le marché d'exportation. De la même façon, si des problèmes d'approvisionnement et des limitations sur les dépenses de la PL 480 surgissent au cours de l'année fiscale 1979, il s'avérera nécessaire de retenir des livraisons pendant la période d'approvisionnement. De telles actions peuvent être engagées suivant la Partie I, Article III de l'Accord, qui relate les dispositions habituelles comprises dans tout Accord afin de se conformer aux exigences du règlement. Bien qu'une telle action ne soit pas probable, le Gouvernement de la République Populaire Révolutionnaire de Guinée reconnaît cette disposition dans le cas où le Gouvernement des Etats-Unis ne soit pas en mesure d'employer les sommes totales prévues dans l'Accord de ventes. Dans tous les cas, les produits sont achetés aux fournisseurs privés américains et les prix véritables seront convenus entre les acheteurs et les vendeurs (sous réserve d'une vérification du pris par USDA).

F. EXPORTATIONS

Les produits fournis sous l'Accord ont comme but d'aider la République Populaire Révolutionnaire de Guinée à remplir ses exigences alimentaires et non le but de permettre une augmentation des exportations des mêmes produits ou des produits semblables comme définis par l'Accord. Toute exportation de produits semblables ou identiques, d'origine locale ou étrangère, suivant ces termes, ne sera pas permise à moins qu'elle soit spécialement accordée par les Etats-Unis. Ceci est spécialement stipulé dans la Partie I, Article III A(4) et la Partie II, Point IV de l'Accord.

G. VIOLATIONS

Le Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la République Populaire Révolutionnaire de Guinée remarquent qu'un manque de conformité avec les dispositions de la Partie I, Article III(A) de l'Accord, ou le manque de conformité avec toute autre exigence de l'Accord pourrait entraîner la rétention des autorisations d'achat et serait pris en considération dans l'examen de nouveaux accords sous la PL 480 à moins qu'on ne porte remède à la situation. Si la violation se rapporte à des exportations interdites, le remède peut être un paiement en dollars au Gouvernement des Etats-Unis pour la valeur totale de la violation, ou l'achat et l'importation commerciale des Etats-Unis en utilisant les propres ressources du pays importateur d'une quantité équivalente à cet excédent d'exportation. Ces importations supplémentaires ne seront pas comprises dans les UMR.

H. AUTORISATIONS D'ACHAT

Le Gouvernement de la République Populaire Révolutionnaire de Guinée prend note que les Autorisations d'Achat émises sous l'Accord inclueront des exigences pour que les appels d'offre pour les produits et l'affrêtement soient soumis au "Foreign Agricultural Service, United States Department of Agriculture, Washington" pour être relus et approuvés avant d'être délivrés aux offrants s'y intéressant. Le but principal de cette exigence est de permettre à l'USDA d'assurer que les appels n'incluent pas de termes ou conditions qui contrarient les termes de l'Autorisation d'Achat et les réglements financiers de la PL 480. Une vérification préalable des appels donnera aux spécialistes de l'USDA l'opportunité de fournir un conseil et une assistance pour assurer un calendrier raisonnable pour la livraison des produits, afin de permettre un maximum de flexibilité pour harmoniser les contrats pour les produits et leur livraison.

V. CONSIDERATIONS GENERALES

A. Avant la signature de l'Accord, le Gouvernement de la République Populaire Révolutionnaire de Guinée a informé l'Ambassade des Etats-Unis d'Amérique à Conakry des personnes ou agences du Gouvernement de la République Populaire Révolutionnaire de Guinée avec lesquelles les représentants du Gouvernement des Etats-Unis peuvent s'entretenir des points suivants dont elles seront chargées:

1) Les renseignements de l'arrivée et du déchargement des produits

2) Marquage et identification des produits

3) La publicité des arrivées

4) Les garanties de non-revente et non-transbordement

5) Accès aux installations du port pendant la livraison

6) Accès aux entrepôts et aux installations de distribution

7) La conformité aux Obligations Relatives au Marché Habituel (UMR) et aux limitations d'exportations

8) L'accumulation et la destination de fonds provenant des ventes suivant le crédit en monnaie locale convertible

9) L'accomplissement des mesures d'auto-assistance

10) La concordance des comptes, y compris les paiements du principal et l'intérêt.

B. Le Gouvernement des Etats-Unis d'Amérique informe le Gouvernement de la République Populaire Révolutionnaire de Guinée qu'il sera nécessaire de désigner une personne, ou plus, aux Etats-Unis, pour consulter les représentants du Gouvernement des Etats-Unis au sujet des règlements et procédures qui s'appliquent à l'achat, au financement, aux informations, et au transport maritime, en raison des difficultés qui peuvent surgir pendant l'exécution de toutes les dispositions de l'Accord. Ces consultations doivent être achevées avant l'émission de toute autorisation d'achat. Une personne désignée aux Etats-Unis devrait être autorisée à signer tous les documents pour la mise en oeuvre de l'Accord.

C. En outre, le Gouvernement des Etats-Unis informe le Gouvernement de la République Populaire Révolutionnaire de Guinée que s'il contracte les services d'un individu ou d'une firme en tant que son agent, pour effectuer l'achat des produits et (ou) le transport maritime, cet agent doit être approuvé par le Département d'Agriculture des Etats-Unis. Une copie de l'Accord écrit entre le Gouvernement de Guinée et l'agent des Etats-Unis doit être soumise à l'USDA pour approbation. Cette approbation doit être obtenue avant l'émission des Autorisations d'Achat concernées.

VI. LIVRAISON ET DISTRIBUTION

A. Le Gouvernement de la République Populaire Révolutionnaire de Guinée est chargé d'effectuer les paiements concernant tous les frais relatifs au transport maritime afférents à la livraison des produits faisant l'objet de cet accord, à l'exception du montant différentiel du fret maritime qui sera payé par le Gouvernement des Etats-Unis d'Amérique. Le montant différentiel représente l'excédent -- tel que determiné par les Etats-Unis d'Amérique -- du coût du transport maritime (au-dessus des tarifs habituels applicables aux autres navires) dû à l'obligation de transporter les produits à bord de navires battant pavillon des Etats-Unis.

B. En tenant compte de la responsabilité de l'Ambassade des Etats-Unis à Conakry, agissant pour le Gouvernement des Etats-Unis d'Amérique, en vue de la mise en oeuvre de l'Accord, le Gouvernement de la République Populaire Révolutionnaire de Guinée convient d'assurer l'accès au port de Conakry, pendant la durée de la livraison des produits sous l'Accord, au personnel de l'Ambassade chargé de la responsabilité opérationnelle pour l'Accord (y compris l'Attaché Economique et Commercial, le Consul, et le représentant de l'AID).

C. La République Populaire Révolutionnaire de Guinée convient d'identifier les points de réception et d'emmagasinage pour toutes les denrées PL 480 procurées sous cet Accord. En plus, des efforts particuliers seront faits pour empêcher le mouvement des denrées hors des voies officielles. Au cas où des denrées PL 480 seraient distribuées hors des voies officielles, la République Populaire Révolutionnaire de Guinée convient de spécifier les denrées ainsi que leur quantité et de prendre des mesures correctives et punitives contre les coupables.

D. Le Gouvernement de la République Populaire Révolutionnaire de Guinée reconnaît la besoin d'un déchargement expéditif des produits fournis sous l'Accord et à cette fin, comme stipulé au point V(B) ci-dessus, formulera un calendrier de livraison pour tirer le profit le plus avantageux de l'utilisation du port, du transport, et de l'emmagasinage. Le déchargement devra être effectué aussi vite que possible et si les conditions climatiques le permettent, en travaillant 24 heurs sur 24. En outre, une attention spéciale sera portée sur les déchargements afin d'assurer leur intégrité contre toute perte.

E. Le Gouvernement de la République Populaire Révolutionnaire de Guinée convient de prendre des mesures spécifiques pour assurer la protection et la sécurité personnelle des navires battant pavillon des Etats-Unis et étranger livrant les produits financés sous cet Accord.

VII. CONCLUSION

Ce Mémorandum d'Entente entrera en vigueur après la signature de l'Accord entre le Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la République Populaire Révolutionnaire de Guinée en Vue de la Vente de Produits Agricoles.

Signé à Conakry, République Populaire Révolutionnaire de Guinée, le mai 1979.

Fouroumo Kouroumo

Pour le Gouvernement de la
République Populaire Révolutionnaire
de Guinée,
M. Fouroumo KOUROUMA
Directeur, Division AID,
Comité d'Etat de Coopération
avec les Pays d'Amérique et
les Organismes Internationaux.

Stephen G. Brundage

Pour le Gouvernement des
Etats-Unis d'Amérique,
M. Stephen G. BRUNDAGE
Attaché Commercial et Economique
de l'Ambassade des Etats-Unis
d'Amérique.

FEDERAL REPUBLIC OF GERMANY

Defense: Host Nation Support

Agreement signed at Bonn April 15, 1982;
Entered into force April 15, 1982.

Agreement

between

the Government of the United States of America

and

the Government of the Federal Republic of Germany

concerning

Host Nation Support during Crisis or War

The Government of the United States of America

and

the Government of the Federal Republic of Germany -

conscious of their obligations under the North Atlantic Treaty of April 4, 1949,[1]

convinced that the defense capabilities of the North Atlantic Alliance will be enhanced by Host Nation Support during times of crisis or war,

realizing that such support must, to the extent possible, be tested and exercised during peacetime,

and

under the provisions of the Agreement between the Parties to the North Atlantic Treaty Regarding the Status of their Forces (NATO SOFA) of June 19, 1951[2] and the Agreement to supplement the Agreement between the Parties to the North Atlantic Treaty Regarding the Status of their Forces with respect to foreign forces stationed in the Federal Republic of Germany (Supplementary Agreement) of August 3, 1959,[3]

have agreed as follows:

Article 1
Type and Extent of United States
Reinforcements, Period of Deployment

In times of crisis or war, the Government of the United States of America in agreement with the Government of the Federal Republic

[1] TIAS 1964; 63 Stat. 2241.
[2] TIAS 2846; 4 UST 1792.
[3] TIAS 5351; 14 UST 531.

of Germany intends to reinforce its four divisions and associated flying squadrons stationed in the Federal Republic of Germany by an additional six armored, mechanized, and infantry divisions and associated flying squadrons within ten days in order to provide on the day on which combat operations commence or are expected to commence as far as possible ten divisions and associated flying squadrons in the Federal Republic of Germany for successful forward defense. For purposes of this Agreement, the Contracting Parties jointly will determine when a crisis or war occurs. The deployment of such forces will be the subject of consultations between the Contracting Parties and NATO in accordance with Articles 3 and 5 of the North Atlantic Treaty of April 4, 1949.

Article 2

Type and Extent of German Support

In order to facilitate the support of reinforced Armed Forces of the United States of America and their civilian component in the Federal Republic of Germany, the Government of the Federal Republic of Germany intends, subject to technical agreements to be concluded between the Department of Defense of the United States of America and the Federal Ministry of Defense of the Federal Republic of Germany, based on appropriate feasibility studies, to render the Government of the United States of America during times of crisis or war:

1.
Military support through Federal Armed Forces units as described in Annex 1. In peacetime, these units will generally be equipment-holding units which will be activated during times of crisis or war to an approximate strength of 90,000 (estimated), including command, logistic, and training organizations required therefor. This support will include:

a. Security of United States Air Force facilities;
b. Support of United States Air Force elements at collocated operating bases;
c. Airfield repair;
d. Security of United States Army facilities;
e. Transport, transshipment, and resupply services;
f. Evacuation of casualties;
g. Prisoner of war handling;
h. Decontamination of personnel and equipment;
i. Integration of members of the Labor Service of the United States forces stationed in the Federal Republic of Germany, who are under military service obligation in the Federal Republic of Germany, into Federal Armed Forces units activated to support the United States forces.

2.
Civilian support by providing:

a. Transport of personnel, materiel, ammunition, and petroleum, oil and lubricants by rail, road, and waterways;
b. Maintenance and repair services as well as other services, including material handling;
c. Subscriber telephone and teletype equipment;
d. Facilities for wartime stationing;
e. Expendable supplies, and food supplies;
f. Cooperation in meeting the requirements for civilian labor;
g. Exemption from military service for the civilian workforce of the United States forces and of contractors supporting the United States forces;
h. Materiel mobilization augmentation (vehicles, construction and depot equipment).

Article 3
Costs

The costs for support, including the costs for the necessary preparations, based on the cost categories as described in Annex 2, will be shared between both governments, subject to enabling legislation and the availability of funds.

In this connection, the Government of the Federal Republic of Germany will bear the personnel expenses and personal equipment costs of the required Federal Armed Forces units, as well as the materiel investment costs for the military command, logistic, and training organizations of the Federal Armed Forces.

The Government of the United States of America will bear the costs of the materiel investments, to the extent that they are not incurred in connection with the military command, logistic, and training organizations of the Federal Armed Forces; required civilian workforce; and the other costs listed under "Other Operating Costs" in Annex 2. The United States will pay for all goods and services requested and received by its forces in times of crisis or war.

The respective costs will be provided for in the budget plans of both governments beginning with the 1983 budget year.

Both governments will strive for extensive cost limitation. For this purpose, available facilities as well as equipment will be used primarily. Should there be a shortfall in available facilities, both governments will assign high priority to achieve assurance of funding within the NATO Infrastructure Program. Lease, acquisition or construction of additional facilities not funded by NATO will be borne equitably in a manner that reflects the cost-sharing principles outlined above.

All procurements under this Article shall be made on the basis of joint decisions, and in accordance with national laws and regulations of the Contracting Parties. The provisions of this Article shall not require transfer of title or control of United States-owned or funded equipment to the Federal Republic of Germany in peacetime.

Article 4
Joint Committee

A joint committee, co-chaired by a representative of each government, will be established. The joint committee is to be informed of all questions that cannot be solved between the American and German agencies concerned.

Article 5
Implementation Plan

Both governments will develop and coordinate a plan for the implementation of all work related to Host Nation Support during crisis or war. Implementation is scheduled to commence in 1983 and to conclude in 1987. The joint committee annually will review this schedule and the costs provided for in accordance with Article 3.

Article 6
Reinforcement Exercises

The preparation for and execution of reinforcement exercises during peacetime, such as REFORGER, as well as support of exercises by the receiving State will be covered under an agreement to be concluded between the Department of Defense of the United States of America and the Federal Ministry of Defense of the Federal Republic of Germany.

Article 7
Effective Date, Termination

This Agreement will enter into force upon signature by the Contracting Parties. It will remain in force for the duration of the North Atlantic Treaty and may be amended and supplemented at any time upon mutual consent. Amendments and supplements must be in writing.

This Agreement can be terminated by either Contracting Party by giving a twelve-month notice in writing.

Done at Bonn

on April 15, 1982

in two originals in the English and German languages, both texts being equally authentic.

For the Government of the
United States of America

[1]

For the Government of the
Federal Republic of Germany

[2]

[1] Arthur F. Burns.
[2] Hans-Dietrich Genscher.

ANNEX 1: Military Support Concept

All figures in this annex are the result of model computations. Their exact determination will be made in a technical agreement to be concluded after completion of feasibility studies (Article 2).

Support Area	Requested Support for US Forces	Organization	Intended Implementation			
			Peacetime Strength		Personnel	Wartime Strength
			Military	Civilian	Reserve Training Spaces	
Security of USAF Facilities	Security of 18 sites	12 Motorized Infantry Battalions 3 Home Defense Companies 10 Security Platoons	39	66	130	13,376
Collocated Operating Bases (COB)	Support operations at 13 German airfields	Material and personnel augmentation of existing Air Force and Navy units at 13 COBs	65	40	115	8,617
Airfield Damage Repair (ADR)	Damage repair at 26 airfields	26 Airfield Damage Repair Squadrons	13	49	68	6,074
Security of US Army Facilities	Security of 39 sites	11 Home Defense Companies 28 Security Platoons	16	32	30	3,941
Transport and Transshipment	Daily - Transport of 6,800 tons of material and 7000 cubic meters of petroleum, oil, and lubricants - Transshipment of 72,200 tons	7 Headquarters and Service Companies 8 Transshipment Companies 6 Transportation Truck Companies 3 Maintenance Evacuation Companies 3 Petroleum, Oil & Lubricant Truck Companies	123	39	8	4,976

Support Area	Requested Support for US Forces	Organization	Intended Implementation Personnel: Peacetime Strength Military	Civilian	Reserve Training Spaces	Wartime Strength
Resupply I	Reinforcement of existing US supply organizations	3 Supply Battalions	9	15	5	3,102
Resupply II	Reinforcement of US support organizations to be activated in case of mobilization	21 Headquarters and Service Companies 43 Supply Companies 16 Petroleum, Oil & Lubricant Truck & Operating Companies 8 Transportation Truck Companies 7 Transshipment Companies 6 Maintenance Evacuation Companies	51	72	27	17,911
Evacuation of Casualties	Evacuation of up to 1,725 casualties daily	5 Medical Evacuation Battalions	20	30	6	3,935
Prisoners of War Handling	Handling of up to 200 prisoners of war daily	1 Prisoner of War Guard/ Service Battalion	3	2	2	596
Decontamination	Decontamination daily of up to - 34,000 persons - 2,700 vehicles	5 Nuclear, Biological and Chemical Defense Battalions	15	25	24	3,690

Support Area	Requested Support for US Forces	Organization	Intended Implementation Personnel			
			Peacetime Strength			Wartime Strength
			Military	Civilian	Reserve Training Spaces	
Labor Service	Integration of members of Labor Service and their tasks into Federal Armed Forces units	7 Headquarters and Service Companies 17 Home Defense Companies 11 Guard and Security Platoons 24 Transshipment Companies 14 Maintenance Companies 1 Transportation Truck Battalion 1 Transportation Company 1 Signal Battalion 1 Signal Operating Company 16 Engineer Companies 1 Engineer Platoon 5 Supply Companies	31	-	82	16,434

Support Area	Requested Support for US Forces	Organization	Intended Implementation Personnel: Peacetime Strength Military	Civilian	Reserve Training Spaces	Wartime Strength
Required Military Command, Logistic, and Training Organizations	Command, Logistics, and Training of HNS units	3 HNS Commands 6 HNS Regiments 2 HNS Regiments (Labor Service) 6 Training Centers 7 Field Replacement Battalions 7 Maintenance Control Elements 8 Supply, Maintenance or Services Companies 25 Liaison Teams 4 Materiel Issue Points 1 Oxygen Generating Team 1 ADR Training Squadron (70 % of which used for HNS) Augmentation of existing organizations in the Federal Armed Services and the Federal Armed Forces Administration	822	228	40	10,677
		Total:	1,207	598	537	93,329

Annex 2

COST CATEGORIES

Annual Operating costs

Military personnel, including:
- Pay and allowances

Civilian personnel, including:
- Pay and allowances

Other operating costs, including:
- Operation and maintenance of
  - Materiel
  - Facilities
- General administration

Investment costs

Material, including:
- Personal equipment
- Unit equipment
- War reserves

Facilities, including:
- Storage
- Accomodation
- Administration
- Training
- Maintenance / Repair
- Local utilities

Abkommen

zwischen

der Regierung der Bundesrepublik Deutschland

und

der Regierung der Vereinigten Staaten von Amerika

über

Unterstützung durch den Aufnahmestaat in Krise oder Krieg

die Regierung der Bundesrepublik Deutschland

und

die Regierung der Vereinigten Staaten von Amerika -

eingedenk ihrer Verpflichtungen gemäß dem Nordatlantikvertrag vom 4. April 1949,

in der Überzeugung, daß die Verteidigungsfähigkeit des Nordatlantischen Bündnisses durch Unterstützung durch den Aufnahmestaat in Krise oder Krieg gestärkt wird,

in der Erkenntnis, daß diese Unterstützung in Friedenszeiten soweit wie möglich erprobt und geübt werden muß,

und

gemäß den Bestimmungen des Abkommens zwischen den Parteien des Nordatlantikvertrags über die Rechtsstellung ihrer Truppen (NATO-Truppenstatut) vom 19. Juni 1951 und des Zusatzabkommens zu dem Abkommen zwischen den Parteien des Nordatlantikvertrags über die Rechtsstellung ihrer Truppen hinsichtlich der in der Bundesrepublik Deutschland stationierten ausländischen Truppen (Zusatzabkommen) vom 3. August 1959 -

sind wie folgt übereingekommen:

Artikel 1

Art und Umfang der amerikanischen Verstärkungstruppen, Heranführungszeit

Die Regierung der Vereinigten Staaten von Amerika beabsichtigt, im Falle einer Krise oder eines Krieges im Einvernehmen mit der Regierung der Bundesrepublik Deutschland ihre in der Bundesrepublik Deutschland stationierten vier Divisionen und dazugehörigen fliegenden Staffeln innerhalb von zehn Tagen um sechs weitere gepanzerte, mechanisierte und Infanteriedivisionen und

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dazugehörige fliegende Staffeln zu verstärken, um in der Bundesrepublik Deutschland nach Möglichkeit bei Beginn oder erwartetem Beginn von Kampfhandlungen zehn Divisionen und dazugehörige fliegende Staffeln für eine erfolgreiche Vorneverteidigung bereitzustellen. Für Zwecke dieses Abkommens stellen die Vertragsparteien gemeinsam fest, wann eine Krise oder ein Krieg besteht. Die Bereitstellung derartiger Kräfte ist Gegenstand von Konsultationen zwischen den Vertragsparteien und der NATO, die gemäß Artikel 3 und 5 des Nordatlantikvertrags vom 4. April 1949 geführt werden.

Artikel 2

Art und Umfang der deutschen Unterstützung

Zur Erleichterung der Unterstützung der verstärkten US-Streitkräfte und ihres zivilen Gefolges in der Bundesrepublik Deutschland beabsichtigt die Regierung der Bundesrepublik Deutschland, vorbehaltlich technischer Vereinbarungen, die zwischen dem Bundesministerium der Verteidigung der Bundesrepublik Deutschland und dem Ministerium der Verteidigung der Vereinigten Staaten von Amerika aufgrund entsprechender Durchführbarkeitsstudien geschlossen werden, der Regierung der Vereinigten Staaten von Amerika im Krisen- oder Kriegsfall zu gewähren:

1.
Militärische Unterstützung durch Einheiten der Bundeswehr, wie in Anhang 1 beschrieben. Im Frieden werden diese Einheiten im allgemeinen Geräteeinheiten sein, die im Krisen- oder Kriegsfall in einer ungefähren (geschätzten) Stärke von 90.000 Mann einschließlich der hierfür erforderlichen Führungs-, Versorgungs- und Ausbildungsorganisation mobilisiert werden. Diese Unterstützung erstreckt sich auf:

a) Sicherung von Einrichtungen der US-Luftwaffe;
b) Unterstützung von US-Luftwaffenteilen auf gemeinsamen Einsatzflugplätzen;
c) Flugplatzinstandsetzung;

d) Sicherung von US-Heereseinrichtungen;
e) Transport, Umschlag und Nachschubleistungen;
f) Abtransport von Verwundeten;
g) Übernahme von Kriegsgefangenen;
h) Dekontamination von Personal und Material;
i) Eingliederung der Mitglieder des Labor Service der in der Bundesrepublik Deutschland stationierten US-Streitkräfte, die der Wehrpflicht in der Bundesrepublik Deutschland unterliegen, in die zur Unterstützung der US-Streitkräfte gebildeten Einheiten der Bundeswehr.

2.
Zivile Unterstützung durch:
a) Transport von Personal, Material, Munition und Betriebsstoffen auf Schiene, Straße und Binnenwasserstraßen;
b) Instandhaltungs- und Instandsetzungsleistungen sowie weitere Leistungen einschließlich Materialumschlag;
c) Fernschreib- und Fernsprechteilnehmereinrichtungen;
d) Objekte für die Kriegsstationierung;
e) Verbrauchsmaterial und Verpflegung;
f) Mitwirkung bei der Deckung des Bedarfs an zivilen Arbeitskräften;
g) Freistellung vom Wehrdienst für Zivilbedienstete der US-Streitkräfte und der Vertragsfirmen, die für die US-Streitkräfte arbeiten;
h) materielle Mobilmachungsergänzung (Kraftfahrzeuge, Bau- und Depotgerät).

Artikel 3
Kosten

Die Kosten der Unterstützung einschließlich der Kosten für die notwendigen Vorbereitungen werden aufgrund der in Anhang 2 beschriebenen Kostenkategorien, vorbehaltlich ermächtigender Rechtsvorschriften und der Verfügbarkeit von Haushaltsmitteln, von beiden Regierungen gemeinsam getragen.

Dabei übernimmt die Regierung der Bundesrepublik Deutschland die Personal- und persönlichen Ausrüstungskosten der erforderlichen Bundeswehreinheiten sowie die Materialinvestitionskosten für die militärische Führungs-, Logistik- und Ausbildungsorganisation der Bundeswehr.

Die Regierung der Vereinigten Staaten von Amerika übernimmt die Materialinvestitionskosten, soweit sie nicht für die militärische Führungs-, Logistik- und Ausbildungsorganisation der Bundeswehr anfallen, die Kosten für das erforderliche Zivilpersonal und die in Anhang 2 als "Sonstige Betriebskosten" aufgeführten sonstigen Kosten. Die Vereinigten Staaten bezahlen alle Lieferungen und Leistungen, die ihre Streitkräfte im Krisen- oder Kriegsfall beantragen und erhalten.

Die entsprechenden Kosten werden in den Haushaltsplänen beider Regierungen, beginnend mit dem Haushaltsjahr 1983, berücksichtigt.

Beide Regierungen werden sich um eine weitgehende Beschränkung der Kosten bemühen. Zu diesem Zweck werden in erster Linie vorhandene Objekte sowie vorhandenes Gerät genutzt. Sollten die vorhandenen Einrichtungen nicht ausreichen, so werden sich beide Regierungen vordringlich darum bemühen, eine Sicherstellung der Finanzierung im Rahmen des NATO-Infrastrukturprogramms zu erreichen. Die Kosten für die Anmietung, den Erwerb und den Bau zusätzlicher, nicht aus NATO-Mitteln finanzierter Objekte werden der Billigkeit entsprechend und im Einklang mit den vorstehend dargelegten Kostenteilungsgrundsätzen getragen.

Alle Beschaffungen in Zusammenhang mit diesem Artikel erfolgen aufgrund gemeinsamer Entscheidungen und in Übereinstimmung mit den Gesetzen und Vorschriften der Vertragsparteien. Die Bestimmungen dieses Artikels erfordern in Friedenszeiten keine Übertragung von Eigentumsrechten oder Kontrollbefugnissen an Gerät, das Eigentum der Vereinigten Staaten oder durch diese finanziert ist, an die Bundesrepublik Deutschland.

Artikel 4
Gemeinsamer Ausschuß

Es wird ein gemeinsamer Ausschuß unter gemeinsamem Vorsitz je eines Vertreters der beiden Regierungen gebildet. Der gemeinsame Ausschuß ist über alle Fragen zu unterrichten, die nicht zwischen den beteiligten deutschen und amerikanischen Stellen gelöst werden können.

Artikel 5
Durchführungsplan

Beide Regierungen werden einen Plan zur Durchführung aller Arbeiten, die mit der Unterstützung durch den Aufnahmestaat in Krise oder Krieg zusammenhängen, entwickeln und miteinander abstimmen. Die Durchführung soll 1983 beginnen und 1987 abgeschlossen werden. Der gemeinsame Ausschuß wird diesen Plan und die gemäß Artikel 3 vorgesehenen Kosten jährlich überprüfen.

Artikel 6
Verstärkungsübungen

Die Vorbereitung und Durchführung der Verstärkungsübungen im Frieden, z.B. REFORGER, sowie die Unterstützung dieser Übungen durch den Aufnahmestaat werden in einer Vereinbarung zwischen dem Bundesministerium der Verteidigung der Bundesrepublik Deutschland und dem Ministerium der Verteidigung der Vereinigten Staaten von Amerika geregelt.

Artikel 7
Inkrafttreten, Kündigung

Dieses Abkommen tritt mit Unterzeichnung durch die Vertragsparteien in Kraft. Es gilt für die Dauer des Nordatlantikvertrags und kann jederzeit in gegenseitigem Einvernehmen geändert und ergänzt werden. Änderungen und Ergänzungen bedürfen der Schriftform.

Dieses Abkommen kann von jeder Vertragspartei mit einer Frist von zwölf Monaten schriftlich gekündigt werden.

Geschehen zu Bonn

am 15. April 1982

in zwei Urschriften, jede in deutscher und englischer Sprache, wobei jeder Wortlaut gleichermaßen verbindlich ist.

Für die Regierung der
Bundesrepublik Deutschland

Für die Regierung der
Vereinigten Staaten von Amerika

Anhang 1: Militärisches Unterstützungskonzept

Alle in diesem Anhang genannten Zahlen sind Ergebnisse von Modellrechnungen. Ihre genaue Festlegung erfolgt nach Abschluß der Durchführbarkeitsuntersuchungen in einer technischen Vereinbarung (Artikel 2).

Unterstützungsbereich	Beantragte Unterstützung für die US-Streitkräfte	Durchführungsabsicht				
		Organisationsform	Personal			
			Friedensstärke			Verteidigungsstärke
			Soldaten	Zivilpersonal	Wehrübungsplätze	
Sicherung von Einrichtungen der US-Luftwaffe	Sicherung von 18 Objekten	12 Jägerbataillone 3 Heimatschutzkompanien 10 Sicherungszüge	39	66	130	13.376
Gemeinsame Einsatzflugplätze (Collocated Operating Bases-COB)	Unterstützung des Betriebs auf 13 deutschen Flugplätzen	Materielle und personelle Erweiterung bestehender Luftwaffen- und Marineeinheiten auf 13 COB	65	40	115	8.617
Flugplatzinstandsetzung (Airfield Damage Repair - ADR)	Instandsetzung von 26 Flugplätzen	26 ADR Staffeln	13	49	68	6.074
Sicherung von US-Heereseinrichtungen	Sicherung von 39 Objekten	11 Heimatschutzkompanien 28 Sicherungszüge	16	32	30	3.941
Transport und Umschlag	Täglich: -Transport von 6.800 to Material und 7.000 m³ Betriebsstoffen -Umschlag von 72.200 to	7 Stabsversorgungskompanien 8 Umschlagkompanien 6 Transportkompanien 3 Instandsetzungs-Abschub-Kompanien 3 Betriebsstofftransport-Kompanien	123	39	8	4.976

Unterstützungsbereich	Beantragte Unterstützung für die US-Streitkräfte	Durchführungsabsicht: Organisationsform	Personal: Friedensstärke: Soldaten	Friedensstärke: Zivilpersonal	Friedensstärke: Wehrübungsplätze	Verteidigungsstärke
Nachschub I	Verstärkung der bestehenden US-Nachschuborganisation	3 Nachschubbataillone	9	15	5	3.102
Nachschub II	Verstärkung der im Mobilmachungsfall aufzubauenden US-Nachschub-Organisation	21 Stabsversorgungskompanien 43 Nachschubkompanien 16 Betriebsstoffumfüllkompanien 8 Transportkompanien 7 Umschlagkompanien 6 Instandsetzungs-Abschubkompanien	51	72	27	17.911
Abtransport Verwundeter	Abtransport von maximal 1.725 Verwundeten täglich	5 Krankentransportbataillone	20	30	6	3.935
Übernahme von Kriegsgefangenen	Tägliche Übernahme von bis zu 200 Kriegsgefangenen	1 Kriegsgefangenen-Wach- und Versorgungsbataillon	3	2	2	596
Dekontamination	Tägliche Dekontamination von bis zu - 34.000 Personen - 2.700 Kraftfahrzeugen	5 ABC Abwehrbataillone	15	25	24	3.690

Unterstützungsbereich	Beantragte Unterstützung für die US-Streitkräfte	Durchführungsabsicht				
		Organisationsform	Personal			
			Friedensstärke			Verteidigungsstärke
			Soldaten	Zivilpersonal	Wehrübungsplätze	
Labor Service	Eingliederung der Mitglieder des Labor Service einschließlich seiner Aufgaben in die Bundeswehr	7 Stabs- und Versorgungskompanien 17 Heimatschutzkompanien 11 Wach- und Sicherungszüge 24 Umschlagkompanien 14 Instandsetzungskompanien 1 Transportbataillon 1 Transportkompanie 1 Fernmeldebataillon 1 Fernmeldebetriebskompanie 16 Pionierkompanien 1 Pionierzug 5 Versorgungskompanien	31	-	82	16.434

Unterstützungs-bereich	Beantragte Unterstützung für die US-Streitkräfte	Durchführungsabsicht				
		Organisationsform	Personal			
			Friedensstärke Soldaten	Zivil-personal	Wehrübungs-plätze	Verteidigungsstärke
Erforderliche Führungs-, Versorgungs- und Ausbildungs-organisation	Führung, Versorgung und Ausbildung der Unterstützungseinheiten des Aufnahmestaats (HNS-Einheiten)	3 HNS-Kommandos 6 HNS-Regimenter 2 HNS-Regimenter (Labor Service) 6 Ausbildungszentren 7 Feldersatzbataillone 7 Instandsetzungslenkgruppen 8 Nachschub-, Instandsetzungs- oder Versorgungskompanien 25 Verbindungskommandos 4 Materialausgabestellen 1 Sauerstofferzeugungstrupp 1 ADR-Ausbildungsstaffel (zu 70% für HNS eingesetzt) Verstärkung bestehender Organisationen in den Teilstreitkräften und in der Bundeswehrverwaltung	822	228	40	10.677
		Gesamtsummen	1.207	598	537	93.329

Anhang 2

KOSTENKATEGORIEN

Jährliche Betriebskosten

Militärisches Personal, einschließlich
Gebührnisse und Abfindungen

Zivilpersonal, einschließlich
Gebührnisse und Abfindungen

Sonstige Betriebskosten, einschließlich
Betrieb und Wartung von
Material
Infrastruktur

Allgemeine Verwaltung

Investitionskosten

Material, einschließlich
Persönliche Ausrüstung
Materielle Ausstattung der Einheiten
Verteidigungsvorräte

Infrastruktur, einschließlich
Lagerung
Unterkunft
Verwaltung
Ausbildung
Wartung/Instandsetzung
Örtliche Versorgungs- und Entsorgungseinrichtungen

EGYPT

Economic Assistance: Aswan High Dam Power Station

Agreement signed at Cairo April 12, 1982;
Entered into force April 12, 1982.
With related letter.

A.I.D. PROJECT NUMBER 263-0160

PROJECT

GRANT AGREEMENT

BETWEEN

THE ARAB REPUBLIC OF EGYPT

AND THE

UNITED STATES OF AMERICA

FOR THE

REHABILITATION AND MODERNIZATION

OF THE ASWAN HIGH DAM POWER STATION

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PROJECT DESCRIPTION		
ANNEX 2		
Project Grant Standard Provisions		

[1] Not printed herein. For text, see TIAS 8830; 29 UST 501.

A.I.D. PROJECT NO. 263-0160

Project Grant Agreement Dated: April 12, 1982 Between The Arab Republic of Egypt ("Grantee") And The United States of America, acting through the Agency for International Development ("A.I.D."). The "Implementing Organizations" shall be the Ministry of Electricity and Energy and the Egyptian Electricity Authority ("EEA").

ARTICLE 1: The Agreement.

The purpose of this Agreement is to set out the understandings of the parties named above ("Parties"), and the Implementing Organizations, with respect to the undertaking by the Grantee of the Project described below, and with respect to the financing of the Project by the Parties.

ARTICLE 2: The Project.

SECTION 2.1. Definition of Project. The Project, which is further described in Annex 1, will consist of the design, manufacture, replacement, testing and commissioning of Francis turbine runners, 500 KV and 132 KV circuit breakers, differential relaying and control instrumentation associated with the twelve (12) hydro turbine generators at the Aswan High Dam; and for the necessary related technical assistance during manufacturing along with supervision during installation, testing and startup in Egypt.

Within the limits of the above definition of the Project, elements of the amplified description stated in Annex 1 may be changed by written agreement of the authorized representatives of the Parties named in Section 8.2, without formal amendment of this Agreement.

SECTION 2.2. Incremental Nature of Project.

(a) A.I.D.'s contribution to the Project will be provided in increments, the initial one being made available in accordance with Section 3.1 of this Agreement. Subsequent increments will be subject to availability of funds to A.I.D. for this purpose, and to the mutual agreement of the Parties, at the time of a subsequent increment, to proceed.

(b) Within the overall Project Assistance Completion Date stated in this Agreement, A.I.D. based upon consultation with the Grantee, may specify in Project Implementation Letters appropriate time periods for the utilization of funds granted by A.I.D. under an individual increment of assistance.

ARTICLE 3: Financing.

SECTION 3.1. The Grant. To assist the Grantee to meet the costs of carrying out the Project, A.I.D., pursuant to the Foreign Assist-

[1] 75 Stat. 424; 22 U.S.C. § 2151.

ance Act of 1961, as amended,[1] agrees to grant the Grantee under the terms of this Agreement not to exceed Eighty Five Million United States ("U.S.") Dollars ($85,000,000) ("Grant").

The Grant may be used only to finance foreign exchange costs, as defined in Section 6.1, of goods and services required for the Project.

SECTION 3.2. Grantee Resources for the Project.

(a) The Grantee agrees to provide or cause to be provided for the Project all funds, in addition to the Grant, and all other resources required to carry out the Project effectively and in a timely manner.

(b) The resources provided by Grantee for the Project will be not less than Twenty Million One Hundred Seventy Four Thousand Egyptian Pounds (L.E. 20,174,000), including costs borne on an "in-kind" basis.

SECTION 3.3. Project Assistance Completion Date.

(a) The "Project Assistance Completion Date" (PACD), which is July 1, 1990, or such other date as the Parties may agree to in writing, is the date by which the Parties estimate that all services financed under the Grant will have been performed and all goods financed under the Grant will have been furnished for the Project as contemplated in this Agreement.

(b) Except as the Parties may otherwise agree in writing, A.I.D. will not issue or approve documentation which would authorize disbursement of the Grant for services performed subsequent to the PACD or for goods furnished for the Project, as contemplated in this Agreement, subsequent to the PACD.

(c) Requests for disbursement, accompanied by necessary supporting documentation prescribed in Project Implementation Letters are to be received by A.I.D. or any bank described in Section 7.1 no later than nine (9) months following the PACD, or such other period as the Parties may agree to in writing. After such period, A.I.D., giving notice in writing to the Grantee, may at any time or times reduce the amount of the Grant by all or any part thereof for which requests for disbursement, accompanied by necessary supporting documentation prescribed in Project Implementation Letters, were not received before the expiration of said period.

ARTICLE 4: Conditions Precedent to Disbursement.

SECTION 4.1. First Disbursement. Prior to any disbursement or to the issuance of any commitment documents under this Agreement, the Grantee shall, except as the Parties may otherwise agree in writing, furnish to A.I.D. in form and substance as set forth in implementation letters:

(a) A statement of the names of the persons authorized pursuant to Section 8.2 to act as the representatives of the Grantee and the Implementing Organizations, together with a specimen signature of each person specified in such statement;

(b) An opinion of the Egyptian Ministry of Justice or other legal counsel satisfactory to A.I.D. that the Project Grant Agreement has been duly authorized and/or ratified by, and executed on behalf of, the Grantee and that it constitutes a valid and legally binding obligation of the Grantee in accordance with all of its terms;

(c) An acceptable contract for consulting engineering services for the Project, with an organization acceptable to A.I.D.;

(d) An acceptable turnkey contract for the provision of the twelve (12) Francis Runners, with an organization acceptable to both parties;

(e) Evidence that adequate local currency financing for the Project has been budgeted by the Grantee and will be available for expenditure by the EEA on the Project, pursuant to a cost estimate made by the Engineering Advisor and approved by the EEA;

(f) Such other information as A.I.D. may reasonably request.

SECTION 4.2. Notification. When A.I.D. has determined that the Conditions Precedent specified in Section 4.1 have been met, it will promptly notify the Grantee.

SECTION 4.3. Terminal Dates for Conditions Precedent. If all of the conditions specified in Section 4.1 have not been met within 120 days from the date of this Agreement, or such later date as the Parties may agree to in writing, A.I.D., at its option, may terminate this Agreement by written notice to Grantee.

ARTICLE 5: Special Covenants.

SECTION 5.1. Project Evaluation. The Parties agree to establish an evaluation program as part of the Project. Except as the Parties otherwise agree in writing, the program will include, during the implementation of the Project and at one or more points thereafter: (a) evaluation of progress toward attainment of the objectives of the Project; (b) identification and evaluation of problem areas or constraints which may inhibit such attainment; (c) assessment of how such information may be used to help overcome such problems; and (d) evaluation, to the degree feasible, of the overall development impact of the Project.

SECTION 5.2. Proceeds Made Available Under Grant Agreement. In order to assist the EEA in carrying out the Project, the Grantee agrees that the proceeds made available under the Grant will be made available to the EEA as a grant contribution to its equity capital.

SECTION 5.3. Execution of the Project. The Grantee shall:

(a) Carry out the project with due diligence and efficiency, and in conformity with sound engineering, construction, financial and administrative practices.

(b) Cause the project to be carried out in conformance with all of the plans, specifications, contracts, schedules, and other arrangements, and with all modifications therein approved by A.I.D. pursuant to this Agreement.

(c) Submit for A.I.D. review and approval by the two parties prior to implementation, issuance, or execution, all plans, specifications, construction schedules, bid documents, documents concerning solicitation of proposals relating to eligible items, contracts, and all modifications to these documents, taking into account the turnkey nature of the construction contract.

SECTION 5.4. Management. The Grantee shall provide qualified and experienced management for the Project and train such staff as may be appropriate for the maintenance and operation of the Project.

SECTION 5.5. Operation and Maintenance. The Grantee shall operate, maintain and repair the Project in conformity with sound engineering, financial and administrative practices and in such manner as to ensure the continuing and successful achievement of the purposes of the Project.

SECTION 5.6. Continuing Consultation. The Grantee and EEA shall cooperate fully with A.I.D. to assure that the purpose of the Grant will be accomplished. To this end, the Grantee, the Implementing Organizations and A.I.D. shall from time to time, at the request of either Party, exchange views through their representatives with regard to the progress of the Project, the performance by the Grantee and the Implementing Organizations of their obligations under the Grant Agreement, the performance of consultants, contractors and suppliers engaged on the Project, and other matters relating to the Project.

SECTION 5.7. Electricity Tariffs. The Grantee covenants that the high and medium/low voltage tariff studies presently underway will form the basis for implementing changes in electricity prices, along with any changes which may be required to reflect changes in fuel prices, with a view to ensure an adequate rate of return for EEA on its net revaluated assets. Consultation between the two Parties in that direction shall be continued.

SECTION 5.8. Other Information. The Grantee agrees to make available to A.I.D. and all concerned parties all information concerning the Aswan area which could affect the design of the equipment, apparatus and instruments supplied for the Project.

SECTION 5.9. Decennial Liability. The Grantee agrees that contractors, architects, consultants and subcontractors, regardless of nationality, working on this project shall be exempted from the application of Articles 651 through 654 of the Egyptian Civil Code and from the application of Law 106 of 1976. Such contractors, architects, consultants or subcontractors shall not be relieved of their duty to exercise sound judgment, in accordance with the standards of their respective professions, to ensure the safety and fitness of the works for the purposes for which they are designed and erected.

SECTION 5.10. Agents' Commissions. The Parties agree that no Agents' Commissions which pertain to any services or commodities

financed under this Agreement shall be eligible for payment under this Agreement.

ARTICLE 6: Procurement Source.

SECTION 6.1. Foreign Exchange Costs. Disbursements pursuant to Section 7.1 will be used exclusively to finance the costs of goods and services required for the Project having their source and origin in the United States (Code 000 of the A.I.D. Geographic Code Book as in effect at the time orders are placed or contracts entered into for such goods or services) ("Foreign Exchange Costs"), except as A.I.D. may otherwise agree in writing, and except as provided in the Project Grant Standard Provisions Annex, Section C.1(b) with respect to marine insurance.

ARTICLE 7: Disbursement.

SECTION 7.1. Disbursement for Foreign Exchange Costs.

(a) After satisfaction of conditions precedent, the Grantee may obtain disbursements of funds under the Grant for the Foreign Exchange Costs of goods or services required for the Project in accordance with the terms of this Agreement, by such of the following methods as may be mutually agreed upon:

(1) by submitting to A.I.D., with necessary supporting documentation as prescribed in Project Implementation Letters, (A) requests for reimbursement for such goods or services, or, (B) requests for A.I.D. to procure commodities or services in the Grantee's behalf for the Project; or,

(2) by requesting A.I.D. to issue Letters of Commitment for specified amounts (A) to one or more U.S. banks, satisfactory to A.I.D., commiting A.I.D. to reimburse such bank or banks for payments made by them to contractors or suppliers, under Letters of Credit or otherwise, for such goods or services, or (B) directly to one or more contractors or suppliers, committing A.I.D. to pay such contractors or suppliers for such goods or services.

(b) Banking charges incurred by the Grantee in connection with Letters of Commitment and Letters of Credit will be financed under the Grant unless the Grantee instructs A.I.D. to the contrary. Such other charges as the Parties may agree to may also be financed under the Grant.

SECTION 7.2. Other Forms of Disbursement. Disbursements of the Grant may also be made through such other means as the Parties may agree to in writing.

ARTICLE 8: Miscellaneous.

SECTION 8.1. Communications. Any notice, request, document, or other communication submitted by either Party to the other under this Agreement will be in writing or by telegram or cable, and will be deemed duly given or sent when delivered to such party at the following addresses:

To the Grantee:

Mail Address:

Ministry of Investment and International Cooperation
Department of Economic Cooperation with U.S.A.
8 Adly Street
Cairo, Egypt

Cable Address:

8 Adly Street
Cairo, Egypt

To A.I.D.:

Mail Address:

United States Agency for International Development
c/o U.S. Embassy
5, Latin America Street
Cairo, Egypt

Cable Address:

U.S. Embassy
Cairo, Egypt

To the Implementing Organizations:

Egyptian Electricity Authority (EEA)
Nasr City
Cairo, Egypt

Ministry of Electricity and Energy
Nasr City
Cairo, Egypt

All such communications will be in English, unless the Parties otherwise agree in writing. Other addresses may be substituted for the above upon the giving of notice.

SECTION 8.2. Representatives. For all purposes relevant to this Agreement, the Grantee will be represented by the individuals holding or acting in the office of the Deputy Prime Minister for Economic and Financial Affairs and Minister of Investment and International Cooperation and/or the Senior Undersecretary of State for Economic Cooperation with U.S.A., the Minister of Electricity and Energy and/or the Chairman of EEA, and, A.I.D. will be represented by the individual holding or acting in the Office of Director, USAID, each of whom, by written notice, may designate additional representatives for all purposes other than exercising the power under Section 2.1 to revise elements of the amplified description in Annex 1. The names of the representatives of the Grantee, with specimen signatures, will be provided to A.I.D., which may accept as duly authorized any instrument signed by such representatives in implementation of this Agreement, until receipt of written notice of revocation of their authority.

SECTION 8.3. Standard Provisions Annex. A "Project Grant Standard Provisions Annex" (Annex 2) is attached to and forms part of this Agreement.[1]

[1] See footnote 1, p. 584.

SECTION 8.4. Investment Guaranty Project Approval. Construction work to be financed under this Agreement only is agreed to be a Project approved by the Arab Republic of Egypt pursuant to the agreement between it and the United States of America on the subject of investment guaranties, and no further approval by the Arab Republic of Egypt will be required to permit the United States to issue investment guaranties under that agreement covering a contractor's investment in that particular project.

IN WITNESS WHEREOF, the Grantee and the United States of America, each acting through its duly authorized representative, have caused this Agreement to be signed in their names and delivered as of the day and year first above written.

ARAB REPUBLIC OF EGYPT		UNITED STATES OF AMERICA	
BY:	M. A. FATTAH IBRAHIM	BY:	ALFRED L. ATHERTON, JR.
NAME:	M. A. Fattah Ibrahim	NAME:	Alfred L. Atherton, Jr.
TITLE:	*Deputy Prime Minister for Economic and Financial Affairs and Minister of Investment and International Cooperation*	TITLE:	*American Ambassador*

IMPLEMENTING ORGANIZATIONS

In acknowledgement of the foregoing Agreement, representatives of the implementing organizations have subscribed their names:

MINISTRY OF ELECTRICITY AND ENERGY		EGYPTIAN ELECTRICITY AUTHORITY	
BY:	MAHER ABAZA	BY:	A. SAYYAD
NAME:	MOHAMED MAHER ABAZA	NAME:	ENG. ADBEL HAMID EL SAYYAD
TITLE:	*Minister*	TITLE:	*Chairman*

Annex 1

Project Description

REHABILITATION AND MODERNIZATION OF HIGH DAM HYDRO TURBINE UNITS PROJECT NO. 263-0160

The Project consists of the rehabilitation and modernization of the generation and substation facilities at the Aswan High Dam Power Station.

The turbine runners will be replaced by runners incorporating state-of-the-art designs whose performance will be verified by Model Testing. The runners will be fabricated from castings, shipped to Alexandria, A.R.E., and then transported, by barge, up the Nile to the High Dam Power Station. The hydro turbine gen-

erators will be completely disassembled to permit replacement of the turbine runner and rehabilitation of the components of the hydraulic turbine generator units, and then reassembled. The rehabilitated units will be tested before return to operation. The contractor will be responsible for the design, manufacture, shipment and replacement of the twelve runners and necessary rehabilitation of hydro turbine generators, and performance verification through testing.

The Project includes the replacement of obsolete circuit breakers, relays, control instruments and ancillary equipment essential for the reliable operation of the High Dam Power Station. The circuit breakers will replace circuit breakers having a slower interrupting time. The relays, control instruments and ancillary equipment will replace similar instruments and equipment that are inaccurate, slow operating and, in some instances, inoperable. Spare parts for the present circuit breakers, relays, control instruments and ancillary equipment are no longer available. The circuit breakers, relays, control instruments and ancillary equipment will be replaced in conjunction with the turbine runner replacement outages and with unit maintenance outages as appropriate. The contractors responsible for the supply of the circuit breakers and for the design and supply of the relay and control instrument systems and ancillary equipment will supervise the installation and be responsible for the commissioning of the respective apparatus, systems and equipment.

Throughout the Project, EEA will utilize the services of an Engineering Advisor acceptable to A.I.D. to assist in the preparation of apparatus and instrumentation specifications, procurements, contract negotiations, contract administration, factory inspections and project management.

Attachment 1 to Annex 1 Project No. 263–0160

ILLUSTRATIVE PROJECT FINANCIAL PLAN

SUMMARY OF COST ESTIMATES

U.S. DOLLARS ($000)

	FOREIGN EXCHANGE	LOCAL CURRENCY EQUIVALENT	TOTAL
a. *Runner Replacement*	82,020*	20,417*	102,437*
b. *Circuit Breaker, Relay, Control Instrument Replacement*	14,416	2,900	17,316
c. *Technical Services*	3,564	700	4,264
Total Estimated Project Cost	100,000	24,017	124,017

SUMMARY OF COST ESTIMATES—Continued

U.S. DOLLARS ($000)

	FOREIGN EXCHANGE	LOCAL CURRENCY EQUIVALENT	TOTAL
First Year Funding	85,000	20,417	105,417
Future Funding**	15,000	3,600	18,600
Total Estimated Project Funding	100,000	24,017	124,017

*Runner replacement cost estimate includes escalation calculated on basis of December 1981 Prices adjusted for future increases in cost at an assumed rate of 12 percent per year.

**Additional A.I.D. contributions to the project are subject to the availability of funds.

[Footnotes in the original.]

[RELATED LETTER]

UNITED STATES AGENCY for INTERNATIONAL DEVELOPMENT
5, Latin America Street
Garden City
Cairo, Egypt

12 APR 1982

Mr. Fouad Iskandar
Senior Undersecretary of State for Economic Cooperation with the U.S.
Ministry of Investment and International Cooperation
8, Adly Street
Cairo

Subject: AID Grant 263-0160 Rehabilitation and Modernization of the Aswan High Dam Hydroelectric Power Station Implementation Letter No. 1

Dear Mr. Iskandar: This letter, as an element of our continuing consultations on this project, sets forth certain of our mutual understandings regarding the responsibilities of our respective Governments under the subject Grant Agreement. It also provides additional clarification regarding Sections 5.7 and 5.8 of the Agreement. A more complete implementation letter on our joint undertakings will be provided subsequently.

Section 5.7 Electricity Tariffs

This provision recognizes that the Arab Republic of Egypt (GOE) is undertaking High and Medium/Low voltage tariff studies which

will form the basis of electricity tariff changes along with any changes in fuel prices. It also reflects the recognition of the Egyptian Government that an adequate rate of return from these tariffs is crucial to the financial viability of the Egyptian Electricity Authority (EEA). This involves recognition that EEA must strengthen its financial base to meet the operational and maintenance requirements for current energy projects and for planned energy development project.

A.I.D. is also mindful of the need for Egypt to expand its production and distribution of energy consistent with the ability of the Arab Republic of Egypt to adjust its financial commitments and planning. In this light, both parties agree to continue joint collaboration on possible options for establishing satisfactory rates of return on the net revalued assets of EEA by implementing a comprehensive tariff structure based upon the High and Medium/Low voltage tariff studies. Since the results of these studies will not be immediately available, the G.O.E. agrees that in the interim, inclusive of the year of this agreement, it will take the necessary actions to establish a minimum yearly rate of return for EEA. To this end, the GOE will take the necessary action to achieve such a rate of return on net revalued assets as is specified in its existing assistance agreements, including that with the World Bank. The G.O.E. agrees that any changes in fuel prices will be broadly distributed and will not exclude EEA, and also that such price changes will be reflected in the EEA tariff structure in order to assure that EEA's rate of return will not be adversely affected.

SECTION 5.8 Other Information

This provision sets forth the recognition of both parties of the importance in fully sharing information directly affecting the Project. For example, following the November 14, 1981, earthquake in Aswan and continuing seismic activity, the G.O.E., acting through the Ministry of Education and Scientific Research, the Egyptian Geological Survey and other G.O.E. Ministries, have consulted and continue to consult with numerous international organizations and have initiated a number of seismic and geological studies and evaluations. The results of these studies and evaluations could alter the planned operation of the High Dam Power Station and should therefore be considered in the design of the Francis turbine runners, circuit breakers, relays and control instrumentation which are being financed by the parties under the Project. Consequently, our Governments agree that all information that could affect the design of the equipment and apparatus, will be made available to all concerned Parties in a timely fashion to minimize the risk of an improper design and minimize costs.

If these understandings fully represent your Government's position with respect to this Project, please indicate your concurrence below and return the signed original to me.

Sincerely yours,

DONALD S. BROWN
Donald S. Brown

Director

CONCUR FOUAD ISKANDAR
Fouad Iskandar

Senior Undersecretary of State
For Economic Cooperation with
the U.S.A.

cc: His Excellency Mohamed Maher Abaza,
Minister of Electricity and Energy
Eng. Abdel Hamid El Sayyad, EEA

PAKISTAN

Economic Assistance: Agricultural Commodities and Equipment

Agreement signed at Islamabad April 13, 1982;
Entered into force April 13, 1982.

A.I.D. Program No. 391-0468
Loan No. 391-K-187

Appropriation No. 72-1121037

Budget Plan Code:
Grant: HESA-82-37391-KG-32
Loan : HESA-82-37391-KL-32

COMMODITY IMPORT GRANT AND LOAN AGREEMENT

BETWEEN

THE PRESIDENT OF THE ISLAMIC REPUBLIC OF PAKISTAN

AND THE

UNITED STATES OF AMERICA

FOR

AGRICULTURAL COMMODITIES AND EQUIPMENT

DATED: April 13, 1982

(CONFORMED COPY)

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A.I.D. Program No. 391-0468
Loan No. 391-K-187

Appropriation No. 72-1121037

Budget Plan Code:
Grant: HESA-82-37391-KG-32
Loan : HESA-82-37391-KL-32

COMMODITY IMPORT GRANT AND LOAN AGREEMENT

Dated: April 13, 1982

Between

The President of the Islamic Republic of Pakistan, Acting through the Government of Pakistan (hereinafter referred to as the "Borrower/Grantee", "Borrower" or "Grantee" as the case may be)

and

The United States of America, acting through the Agency for International Development (A.I.D.)

Article 1: The Grant

To finance the foreign exchange costs and local costs of certain commodities and commodity-related services ("Eligible Items") necessary to promote the economic and political stability of Pakistan, the United States, pursuant to the Foreign Assistance Act of 1961, as amended,[1] agrees to grant the Government of Pakistan, under the terms of this Agreement, not to exceed Twenty Six Million United States (U.S.) Dollars ($ 26,000,000) ("Grant").

Article 2: The Loan

To finance the foreign exchange costs of certain commodities and commodity-related services ("Eligible Items") necessary to promote the economic and political stability of Pakistan, the United States,

[1] 75 Stat. 424; 22 U.S.C. § 2151.

pursuant to the Foreign Assistance Act of 1961, as amended, agrees to lend the Government of Pakistan, under the terms of this Agreement, not to exceed Thirty Four Million United States (U.S.) Dollars ($34,000,000) ("Loan"). The aggregate amount of disbursements under this Loan is referred to as "Principal".

Article 3: Loan Terms

Section 3.1: Interest. The Borrower shall pay to A.I.D. interest on the Loan which will accrue at the rate of two percent (2%) per annum for ten (10) years following the date of the first disbursement hereunder and at the rate of three percent (3%) per annum thereafter on the outstanding balance of Principal and on any due and unpaid interest. Interest on the outstanding balance will accrue from the date (as defined in Section 6.5) of each respective disbursement, and will be payable semi-annually. The first payment of interest will be due and payable no later than six (6) months after the first disbursement hereunder, on a date to be specified by A.I.D.

Section 3.2: Repayment. The Borrower will repay to A.I.D. the Principal within forty (40) years from the date of the first disbursement of the Loan in sixty one (61) approximately equal semi-annual installments of

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Principal and interest. The first installment of Principal will be payable nine and one-half (9½) years after the date on which the first interest payment is due in accordance with Section 3.1. A.I.D. will provide the Borrower with an amortization schedule in accordance with this Section after the final disbursement under the Loan.

Section 3.3: Application, Currency, and Place of Payment. All payments of interest and Principal hereunder will be made in U.S. Dollars and will be applied first to the payment of interest due and then to the repayment of Principal. Except as A.I.D. may otherwise specify in writing, payments will be made to the Controller, Office of Financial Management, Agency for International Development, Washington, D.C. 20523, U.S.A., and will be deemed made when received by the Office of Financial Management.

Section 3.4: Prepayments. Upon payment of all interest and any refunds then due, the Borrower may repay, without penalty, all or any part of the Principal. Unless A.I.D. otherwise agrees in writing, any such prepayment will be applied to the installments of Principal in the inverse order of their maturity.

Section 3.5: Renegotiation of Terms.

(a) The Borrower and A.I.D. agree to negotiate, at such time or times as either may request, an acceleration of the repayment of the Loan in the event that there is any significant and continuing improvement in the internal and external economic and financial position and prospects of Pakistan, which enables the Borrower to repay the Loan on a shorter schedule.

(b) Any request by either Party to the other to so negotiate, will be made pursuant to Section 12.3, and will give the name and address of the person or persons who will represent the requesting Party in such negotiations.

(c) Within thirty (30) days after delivery of a request to negotiate, the requested Party will communicate to the other, pursuant to Section 12.3, the name and address of the person or persons who will represent the requested Party in such negotiations.

(d) The representatives of the Parties will meet to carry out negotiations no later than thirty (30) days after delivery of the requested Party's communications under

sub-section (c). The negotiations will take place at a location mutually agreed upon by the representatives of the Parties, provided that, in the absence of mutual agreement, the negotiations will take place at the Borrower's Ministry of Law and Parliamentary Affairs, in Pakistan.

Section 3.6: Termination of Full Payment. Upon payment in full of the Principal and any accrued interest, the Loan part of this Agreement and all obligations of the Borrower and A.I.D. under the Loan part of this Agreement will cease.

Article 4: Conditions Precedent to Disbursement

Section 4.1: First Disbursement. Prior to the first disbursement under this Grant or this Loan, or to the issuance by A.I.D. of documentation pursuant to which disbursement will be made, the Borrower/Grantee will within thirty (30) days after signing this Agreement, except as the Parties may otherwise agree in writing, furnish or have furnished to A.I.D. in form and substance satisfactory to A.I.D.;

(a) A proposed Invitation for Bid (IFB) and a proposed designation of Charter Party for the importation of the fertilizer.

(b) An opinion of Counsel acceptable to A.I.D. that this Agreement has been duly authorized and/or ratified by, and executed on behalf of, the Borrower/Grantee and that it constitutes a valid and legally binding obligation of the Borrower/Grantee in accordance with all of its terms;

(c) A statement setting forth the names and titles of persons holding or acting in the office of the Borrower/Grantee and representing that the named person or persons have the authority to act as the representative or representatives of the Borrower/Grantee pursuant to Section 1.2.2 together with a specimen signature of each such person certified as to its authenticity.

(d) A statement of the name and title of any additional representatives acting for the Borrower/Grantee who are authorized to sign procurement documents referred to in Section 5.2, together with a specimen signature of each such person certified as to its authenticity.

Section 4.2: Notification. When A.I.D. has determined that the conditions precedent specified in Section 4.1 have been met, it will promptly notify the

Borrower/Grantee.

Section 4.3: Terminal Date for Conditions Precedent. If all conditions specified in Section 4.1 have not been met within thirty (30) days from the date of signing of this Agreement, or such later date(s) as A.I.D. may specify in writing, A.I.D., at its option, may terminate this Agreement by written notice to Borrower/Grantee.

Article 5: Procurement, Eligibility, and Utilization of Commodities

Section 5.1: A.I.D. Handbook 11, Chapter 3: This Grant and this Loan and the procurement and utilization of commodities and commodity-related services financed under them are subject to the terms and conditions of A.I.D. Handbook 11, Chapter 3 as from time to time amended and in effect, except as A.I.D. may otherwise specify in writing. If any provision of A.I.D. Handbook 11, Chapter 3 is inconsistent with a provision of this Agreement, the provision of this Agreement shall prevail.

Section 5.2: Authorization. Borrower/Grantee authorizes the USAID Mission/Pakistan to act as its lawful Agent and to execute, in said capacity, all letters and documents on behalf of the Borrower/Grantee in accordance with A.I.D. Handbook 11, Chapter 3, as

necessary for the following:

(a) to procure, administer and compensate one or more Procurement Services Agents (PSA) under this Agreement. Activities contemplated include, by illustration, advertising for PSA(s) Services, evaluating and selecting of PSA(s), and instructing, answering inquiries and otherwise communicating with PSA(s).

(b) to procure, administer and finance equipment under this Agreement. Activities contemplated include, by illustration, preparing and executing Project Implementation Orders (PIO's) for Equipment, arranging for issuance of Letters of Commitment to the PSA(s), clearing of equipment through customs, and arranging with Provincial Authorities for delivery to appropriate sites.

The Borrower/Grantee shall, upon request of the USAID Mission/Pakistan, execute contracts, Project Implementation Orders (PIO's) and other documents as necessary for procurement of services and equipment under this Agreement.

PSA(s) shall not be utilized for procurement of fertilizer.

Section 5.3: Eligible Items. The commodities eligible for financing under this Grant and/or this Loan shall be those listed below and such other commodities

as are mutually agreed upon in writing by the Parties and specified in Implementation Letters(s) issued to the Borrower/Grantee in accordance with Section 12.1 of this Agreement.

ELIGIBLE COMMODITIES

Group 1: Agricultural inputs where the productive impact is felt almost immediately, i.e. one cropping season. Most prominent examples of this type are chemical fertilizers, mineral components for the manufacture of fertilizer, improved seed, and appropriate pesticides.

Group 2: Agricultural machinery and commodities for use on or near the farm and which increase the productivity of the farm over the short to medium term. This group of items would largely be imported and used by private parties: farmers or business organizations either directly involved in agricultural production or providing services to farmers. Examples of this category include tractors, trucks, rice mills, pre-fabricated storage and grain-handling equipment, provided that tractors of the makes already standardized in Pakistan will be imported in accordance with Pakistan Government regulations.

Group 3: Agricultural equipment and commodities required by public or semi-public bodies which provide services to the agricultural sector. Examples of this class of equipment and commodities are: heavy machinery for construction or maintenance of irrigation facilities; equipment for road building or maintenance , equipment or commodities to support agricultural research and extension, public sector storage and grain-handling equipment, and transport equipment.

Commodity-related services as defined in A.I.D. Handbook 11, Chapter 3, Section 2.6.4 as from time to time amended are eligible for financing under this Grant and this Loan. Eligible Items will be subject, however, to the requirements and Special Provisions of Parts 1, II and III of the A.I.D. Commodity Eligibility Listing which will be transmitted with the first Implementation Letter. A.I.D. may decline to finance any specific commodity or commodity-related service when in its judgement such financing would be inconsistent with the purposes of the Grant and/or the Loan or of the Foreign Assistance Act of 1961, as amended.

Section 5.4: Selection of Specific Commodities to be Procured from List of Eligible Commodities. Selection of those specific commodities to be procured from the list of eligible commodities (Section 5.3) shall be agreed upon by A.I.D. and the Borrower/Grantee in accordance with this Agreement, and pursuant to criteria and priorities to be established in Implementation Letters which shall from time to time be issued by A.I.D.

Section 5.5: Procurement Source. All goods and services financed by A.I.D. under this Program, except for ocean shipping of fertilizer financed under this Program, shall have their source and origin in the United States of America or Pakistan except as A.I.D. may otherwise specify in Implementation Letter or may otherwise agree to in writing. Shipping services for fertilizer financed under this Program shall have their source/origin as set forth in Section 5.10.

Section 5.6: Eligibility Date. No commodities or commodity-related services may be financed under this Grant and/or Loan if they were procured pursuant to orders or to contracts firmly placed or entered into prior to the date of this Agreement, except as A.I.D. may otherwise agree in writing.

Section 5.7: Procurement for Public Sector. With respect to procurement under this Grant and/or this Loan by or for Borrower/Grantee, its departments and instrumentalities, the provisions of A.I.D. Handbook 11, Chapter 3 regarding formal competitive bid procedures will apply unless A.I.D. otherwise agrees in writing.

Section 5.8: Special Procurement Rules.

(a) None of the proceeds of this Grant and/or Loan may be used to finance the purchase, sale, long-term lease, exchange or guaranty of a sale of motor vehicles unless such motor vehicles are manufactured in the United States, except as A.I.D. may otherwise agree in writing.

(b) The source and origin of ocean and air shipping will be deemed to be the ocean vessel's or aircraft's country of registry at the time of shipment.

(c) All international air shipments financed under this Grant and this Loan will be on carriers holding U.S. certification to perform the service, unless shipment would, in the judgement of the Borrower/Grantee, be delayed an unreasonable time awaiting a U.S.-flag carrier either at point of origin or transshipment. The Borrower/Grantee must certify to the facts in the

Vouchers or other documents retained as part of the Grant and/or Loan records.

Section 5.9: Utilization of Commodities.

(a) Borrower/Grantee will assure that commodities financed under this Grant and/or Loan will be effectively used for the purposes for which the assistance is made available. To this end, the Borrower/Grantee will use its best efforts to assure that the following procedures are followed:

(i) Accurate arrival and clearance records are maintained by customs authorities; commodity imports are promptly processed through customs at ports of entry; such commodities are removed from customs and/or bonded warehouses within ninety (90) calender days from the date the commodities are unloaded from the vessel at the port of entry, unless the importer is hindered by force majeure or A.I.D. otherwise agrees in writing; and

(ii) The commodities are consumed or used by the importer not later than two (2) years from the date the commodities are recovered from customs, unless a longer period can be justified to the satisfaction of A.I.D. by reason of force majeure or special market

conditions or other circumstances.

(b) Borrower/Grantee will assure that commodities financed under this Grant and/or Loan will not be re-exported in the same or substantially the same form, unless so specifically authorized by A.I.D. in writing.

Section 5.10: Shipping. Unless A.I.D. otherwise agrees in writing, ocean shipping for all equipment and commodities,except for fertilizer financed under this program,shall be only on flag vessels of the United States or Pakistan. For fertilizer only, shipping on flag vessels of A.I.D. Geographic Code 935 countries shall also be eligible. In accordance with the U.S. Cargo Preference Act of 1954,[1]at least 50% of the gross tonnage of all equipment and commodities will be transported on privately-owned U.S. flag commercial vessels, to the extent that such vessels are available at fair and reasonable rates.

Section 5.11: Insurance. Marine insurance on commodities financed by A.I.D. under this Grant and/or this Loan may also be financed under this Grant and/or this Loan provided that such insurance is placed in a country included in the Geographic Code authorized in

[1] 68 Stat. 832; 46 U.S.C. § 1241.

Section 5.5 of this Agreement.

Article 6: Disbursement

Section 6.1: Letter of Commitment to Banks. After satisfaction of the conditions precedent, the Borrower/Grantee may obtain disbursements of funds under this Grant and/or this Loan by submitting Financing Requests to A.I.D. for the issuance of letters of commitment for specified amounts to one or more banking institutions in the United States designated by Borrower/Grantee and satisfactory to A.I.D. Such letters will commit A.I.D. to reimburse the bank or banks on behalf of the Borrower/Grantee for payments made by the banks to suppliers or contractors, under letter of credit or otherwise, pursuant to such documentation requirements as A.I.D. may prescribe. Banking charges incurred in connection with letters of commitment and disbursements shall be for the account of the Borrower/Grantee and may be financed by this Grant and/or this Loan.

Section 6.2: Other Forms of Disbursement Authorizations. Disbursements of the Grant and/or the Loan may also be made through such other means as the Parties may agree to in writing.

Section 6.3: Terminal Date for Requests for Disbursement Authorizations. No letter of commitment or other disbursement authorization will be issued

in response to a request received after twenty-four (24) months from the date of signing of this Agreement, except as A.I.D. may otherwise agree in writing.

Section 6.4: Terminal Date for Requests for Disbursement. No disbursement of Grant and/or Loan funds shall be made against documentation submitted after thirty (30) months from the date of signing of this Agreement, except as A.I.D. may otherwise agree in writing.

Section 6.5: Date of Disbursement. Disbursements by A.I.D. under this Loan will be deemed to occur on the date on which A.I.D. makes a disbursement to the Borrower or its designee, or to a bank, contractor or supplier pursuant to a letter of commitment or other form of disbursement authorization.

Article 7: General Covenants

Section 7.1: Use of Sales Proceeds. All local currency proceeds from the sale or importation of commodities provided under this Agreement will be credited to the Federal Consolidated Fund of the Borrower/Grantee. Borrower/Grantee agrees to credit these proceeds to a special subsidiary account to be named "US AID Program for US FY 1982".

Funds in the special subsidiary account shall be mutually programed by A.I.D. and the GOP for use in development activities in such areas as agriculture, rural development, water resources, energy, population, education, health and/or in any other areas upon which both parties may agree to in writing, and where appropriate, may also be used to reduce opium/poppy production. Upon mutual agreement of the parties, rupees deposited in the special subsidiary account may also be used to pay United States administrative costs in Pakistan.

Section 7.2: Provincial Taxes and Duties. The Borrower/Grantee shall, within 90 days from the date that the selection of specific commodities has been agreed upon in accordance with Section 5.4 of this agreement provide, in form and substance satisfactory to A.I.D., evidence of a budget allocation by each province receiving commodities under this Agreement sufficient to pay for the duties and taxes, if any, imposed on transfer of commodities into that province.

Section 7.3: Reporting. As long as balances remain in the Special Account, the Borrower/Grantee shall provide to the USAID Mission/Pakistan, in form and substance satisfactory to A.I.D., semi-annual reports on the balances remaining in the account and the withdrawals and uses of the funds from that account during the current reporting period with the first report covering deposits and withdrawals through December 31, 1982 to be provided by

January 15, 1983.

Section 7.4: Taxation. This Agreement, the Grant, the Loan and the Principal of and interest on the Loan will be free from any taxation or fees imposed under laws in effect in Pakistan.

Section 7.5: Reporting and Records. In addition to the requirements of A.I.D. Handbook 11, Chapter 3, the Borrower/Grantee will:

(a) furnish A.I.D. such reports and information relating to the goods and services financed by this Grant and/or this Loan and the performance of Borrower's/Grantee's obligations under this Agreement as A.I.D. may reasonably request;

(b) maintain or cause to be maintained, in accordance with generally accepted accounting principles and practices consistently applied, such books and records relating to this Grant and/or this Loan as may be prescribed in Implementation Letters. Such books and records may be inspected by A.I.D. or any of its authorized representatives at all times as A.I.D. may reasonably require, and shall be maintained for three years after the date of last disbursement by A.I.D. under this

Grant and/or this Loan;

(c) permit A.I.D. or any of its authorized representatives at all reasonable times during the three year period to inspect the commodities financed under this Grant and/or this Loan at any point, including the point of use.

Section 7.6: Completeness of Information. The Borrower/Grantee confirms:

(a) that the facts and circumstances of which it has informed A.I.D., or caused A.I.D. to be informed, in the course of reaching agreement with A.I.D. on the Grant and/or Loan, are accurate and complete and include all facts and circumstances that might materially affect the Grant and/or Loan and the discharge of responsibilities under this Agreement; and

(b) that it will inform A.I.D. in a timely fashion of any subsequent facts and circumstances that might materially affect, or that it is reasonable to believe might so affect, the Grant and/or Loan or the discharge of the responsibilities under this Agreement.

Section 7.7: Other Payments. Borrower/Grantee affirms that no payments have been made or will be received by any official of the Borrower/Grantee in connection with the procurement of goods or services financed under the Grant and/or Loan, except fees, taxes, or similar payments legally established in the country of the Borrower/ Grantee.

Section 7.8: Minimum size of Transactions. No foreign exchange allocation or letters of credit issued pursuant to this Agreement shall be in an amount less than Ten Thousand Dollars ($ 10,000), except as A.I.D. may otherwise agree in writing.

Article 8: Trust Fund Contribution

The GOP shall deposit the sum of Seventy-Four Million Pakistani Rupees (Rs 74,000,000) in an A.I.D. Trust Fund account, in accordance with the deposit schedule shown below, to provide for selected costs of the cooperative development program of the GOP and the United States for the period ending September 30, 1983.

	(Rs Millions)
May 1, 1982	15.5
July 1, 1982	6.5
October 1, 1982	13.0
January 1, 1983	12.0
April 1, 1983	15.0
July 1, 1983	12.0
Total	74.0

Article 9: Special Condition- Cultivation of Opium Poppy and Processing of Opium into Heroin

The Government of Pakistan (GOP) agrees to undertake appropriate measures to prohibit cultivation of opium poppy and/or processing of opium into heroin or morphine base within any village or area benefiting from this project. In the event that a determination is made that the cultivation of opium poppy and/or processing of opium is occurring in a village or area programed to benefit from this project, no equipment shall be provided or financed by A.I.D. under this project benefiting that village or area until the prohibited activity is eliminated. If the prohibited activity is not fully eliminated within a specified period of time to be agreed upon by the United States Government and the GOP, no equipment under this project shall, at any time, be provided or financed by A.I.D. benefiting that village or area. If, prior to the Project Assistance

Completion Date ("PACD") established by A.I.D. for this project, as it may be from time to time amended, it is determined that the prohibited activity is occurring in a village or area which has benefited from this project and the prohibited activity is not eliminated within a period of time to be agreed upon by the United States Government and the GOP, the GOP shall, at the option of A.I.D., either withdraw the equipment from any use directly benefiting that village or area or reimburse A.I.D. for all equipment received from or financed by A.I.D. which has resulted in direct benefits to that village or area in which the prohibited activity is occurring. Such reimbursement shall be treated as a refund under the provisions of Section 10.4(c) (Refunds of Grant) and/or 11.6(c) (Refunds of Loan) of this Agreement.

Article 10: Termination of Grant; Remedies

Section 10.1: Termination. The Grant under this Agreement may be terminated by mutual agreement of the Parties at any time. Either Party may terminate the Grant under this Agreement by giving the other Party thirty (30) days written notice.

Section 10.2 Suspension. If at any time:

(a) Grantee shall fail to comply with any provision of this Agreement other than those provisions specifically only applicable to the Loan; or

(b) Any representation or warranty made by or on behalf of Grantee with respect to obtaining this Grant or made or required to be made under this Agreement other than as applicable only to the Loan part of this Agreement is incorrect in any material respect; or

(c) An event occurs that A.I.D. determines to be an extraordinary situation that makes it improbable either that the purposes of the Grant will be attained or that the Grantee will be able to perform its obligations under the Grant part of the Agreement, or

(d) Any disbursement by A.I.D. would be in violation of the legislation governing A.I.D; or

(e) A default shall have occurred under the Loan part of this Agreement or any other agreement between Grantee or any of its agencies and the Government of the United States or any of its agencies, then, in addition to remedies provided in A.I.D. Handbook 11, Chapter 3, A.I.D. may:

(1) suspend or cancel outstanding commitment documents under the Grant to the extent that they have not been utilized through irrevocable commitments to third parties or otherwise, or to the extent that A.I.D. has not made direct reimbursement to the Grantee thereunder, giving prompt notice to Grantee thereafter;

(2) decline to issue additional commitment documents under the Grant or to make disbursements other than those already committed;

(3) at A.I.D.'s expense, direct that title to goods financed under the Grant be vested in A.I.D. if the goods are in a deliverable state and have not been off-loaded at ports of entry of Pakistan.

Section 10.3: Cancellation by A.I.D. If, within sixty (60) days from the date of any suspension of disbursements pursuant to Section 10.2, the cause or causes thereof have not been corrected, A.I.D. may cancel any part of the Grant that is not then disbursed or irrevocably committed to third parties.

Section 10.4: Refunds of Grant.

(a) In addition to any refund otherwise required by A.I.D. pursuant to A.I.D. Handbook 11, Chapter 3, if A.I.D. determines that any Grant disbursement is not supported by valid documentation in accordance with this Agreement, or is in violation of United States law, or is not made or used in accordance with the terms of this Agreement, A.I.D. may require the Grantee to refund the amount of such Grant disbursements in U.S. dollars to A.I.D. within sixty (60) days after receipt of request therefor. Refunds of Grant disbursements paid by the Grantee to A.I.D. resulting from violations of the terms of this Agreement shall be considered as a reduction in the amount of the A.I.D. Grant obligation under the Agreement and shall be available for reuse under the Grant portion of this Agreement if authorized by A.I.D. in writing.

(b) The right to require such a Grant refund of a disbursement will continue, notwithstanding any other provision of this Agreement, for three (3) years from the date of the last disbursement under this Agreement.

(c) If A.I.D. determines that A.I.D. is entitled to reimbursement under the provisions of Section 9 of this Agreement, A.I.D. may require the Grantee to refund the amount of any Grant disbursement(s) for which there is an entitlement to reimbursement to A.I.D. in U.S. Dollars within sixty (60) days after receipt of request therefor. Such refunds paid by the Grantee to A.I.D. shall be considered as a reduction in the amount of A.I.D.'s Grant obligation under the Agreement but may be made available for reuse under the Grant portion of this Agreement if authorized by A.I.D. in writing.

Section 10.5: Non-waiver of Remedies. No delay in exercising or omitting to exercise any right, power or remedy accruing to A.I.D. under this Agreement will be construed as a waiver of such rights, powers or remedies.

Article 11: Termination of Loan: Remedies

Section 11.1: Cancellation by Borrower. The Borrower may, by giving A.I.D. thirty (30) days written notice, cancel any part of the Loan under this Agreement which has not been disbursed or committed for disbursement to third parties.

Section 11.2: Events of Default; Acceleration. It will be an "Event of Default" if Borrower shall have failed:

(a) to pay when due any interest or installment of Principal required under this Agreement; or

(b) to comply with any other provision of the Agreement other than those provisions specifically only applicable to the Grant; or

(c) to pay when due any interest or installment of Principal or other payment required under any other loan, the Grant part of this Agreement, guaranty or other agreement between the Borrower or any of its agencies and A.I.D. or any of its predecessor agencies.

If an Event of Default shall have occurred, then A.I.D. may give the Borrower notice that all or any part of the unrepaid Principal will be due and payable sixty (60) days thereafter, and, unless such Event of Default is cured within that time:

(1) such unrepaid Principal and accrued interest

hereunder will be due and payable immediately; and

(2) the amount of any further disbursement made pursuant to then outstanding commitments to third parties or otherwise will become due and payable as soon as made.

Section 11.3: Suspension. If at any time:

(a) An Event of Default has occurred; or

(b) An event occurs that A.I.D. determines to be an extraordinary situation that makes it improbable either that the purposes of the Loan will be attained or that the Borrower will be able to perform its obligations under this Agreement; or

(c) Any disbursement by A.I.D. would be in violation of the legislation governing A.I.D.; or

(d) The Borrower shall have failed to pay when due any interest, installment of Principal or other payment required under the Grant part of this Agreement, any other loan, guaranty, or other agreement between the Borrower or any of its agencies and the Government of the United

States or any of its agencies.

Then, in addition to remedies provided in A.I.D. Handbook 11, Chapter 3, A.I.D. may:

(1) suspend or cancel outstanding commitment documents under the Loan to the extent that they have not been utilized through irrevocable commitment to third parties or otherwise, giving prompt notice thereof to the Borrower;

(2) decline to issue additional commitment documents under the Loan or to make disbursements other than those already committed; and

(3) at A.I.D.'s expense, direct that title to goods financed under the Loan be vested in A.I.D. if the goods are in a deliverable state and have not been off-loaded in any ports of entry of Borrower's country. Any disbursement made under the Loan with respect to such transferred goods will be deducted from Principal.

Section 11.4: Cancellation by A.I.D. If, within sixty (60) days from the date of any suspension of disbursements pursuant to Section 11.3, the cause or causes thereof have not been corrected, A.I.D. may cancel any part of the Loan that is not then disbursed or irrevocably committed to third parties.

Section 11.5: Continued Effectiveness of Agreement. Notwithstanding any cancellation, suspension of disbursements, or acceleration of repayment, the Loan provisions of this Agreement will continue in effect until the payment in full of all Principal and accrued interest hereunder.

Section 11.6: Refunds of Loan.

(a) In addition to any refund otherwise required by A.I.D. pursuant to A.I.D. Handbook 11, Chapter 3, if A.I.D. determines that any Loan disbursement is not supported by valid documentation in accordance with this Agreement, or is in violation of United States law, or is not made or used in accordance with the terms of this Agreement, A.I.D. may require the Borrower to refund the amount of such Loan disbursement in U.S.Dollars to A.I.D. within sixty (60) days after receipt of request therefor. Refunds of Loan disbursements paid by the Borrower to A.I.D. resulting from violations of the terms of

this Agreement shall be considered as a reduction in the amount of A.I.D.'s obligation under the Agreement and shall be available for reuse under the Loan portion of the Agreement if authorized by A.I.D. in writing. Any refund which reduces the amount of A.I.D. assistance hereunder will be applied to the installments of Principal in the inverse order of their maturity.

(b) The right to require such a refund of a Loan disbursement will continue, notwithstanding any other provision of this Agreement, for three (3) years from the date of the last disbursement under this Agreement.

(c) If A.I.D. determines that A.I.D. is entitled to reimbursement under the provisions of Section 9 of this Agreement, A.I.D. may require the Borrower to refund the amount of such Loan disbursement(s) for which there is an entitlement to reimbursement to A.I.D. in U.S. Dollars within sixty (60) days after receipt of request therefor. Such refunds shall be considered as a reduction in the amount of A.I.D.'s Loan obligation under the Agreement but may be made available for reuse under the Loan portion of the Agreement if authorized

by A.I.D. in writing. Any refund which reduces the amount of A.I.D. assistance hereunder will be applied to the installments of Principal in the inverse order of their maturity.

Section 11.7: Non-waiver of Remedies. No delay in exercising or omitting to exercise any right, power, or remedy accruing to A.I.D. under this Agreement will be construed as a waiver of such rights, powers or remedies.

Article 12: Miscellaneous

Section 12.1: Implementation Letters. From time to time, for the information and guidance of both parties, A.I.D. will issue Implementation Letters describing the procedures applicable to the implementation of this Agreement. Except as permitted by particular provision of this Agreement, Implementation Letters will not be used to amend or modify the text of this Agreement.

Section 12.2: Representatives. For all purposes relevant to this Agreement, the Borrower/Grantee will be represented by the individual holding or acting in the Office of the Additional Secretary, Joint Secretary and the Deputy Secretary for Economic Affairs Division. A.I.D. will be represented by the individual holding or acting in the Office of the Director, USAID Mission

to Pakistan. As provided in Section 4.1(c), the names of the representatives of the Borrower/Grantee, with specimen signatures, will be provided to A.I.D., which may accept as duly authorized any instrument signed by such representatives in implementation of this Agreement, until receipt of written notice of revocation of this authority.

Section 12.3: Communication. Any notice, request, document or other communication submitted by either party to the other under this Agreement will be in writing or by telegram or cable, and will be deemed duly given or sent when delivered to such party at the following addresses :-

To the Borrower/Grantee

Mail Address: Economic Affairs Division
Government of Pakistan
Islamabad (Pakistan)

Alternative address for cables: ECONOMIC ISLAMABAD

To A.I.D.

Mail Address: USAID/Pakistan
Islamabad

Alternative address for cables: USAIDPAK ISLAMABAD

All such communications will be in English, unless the parties otherwise agree in writing. Other addresses may be substituted for the above upon the giving of notice. The Borrower/Grantee will provide the USAID Mission with an original and one copy of each communication sent to A.I.D.

IN WITNESS WHEREOF, the Borrower/Grantee and the United States of America, each acting through its duly authorized representatives, have caused this Agreement to be signed in their names and delivered as of the day and year first above written.

GOVERNMENT OF PAKISTAN

By: Ejaz A. Naik

Name: Ejaz A. Naik

Title: Secretary
Economic Affairs Division

UNITED STATES OF AMERICA

By: Ronald I. Spiers

Name: Ronald I.Spiers

Title: Ambassador of the United States of America

By: Donor M. Lion

Name: Donor M. Lion

Title: Director, USAID/Pakistan

MULTILATERAL

International Natural Rubber Agreement, 1979

Done at Geneva October 6, 1979;
Transmitted by the President of the United States of America to the Senate April 2, 1980 (S. Ex. D, 96th Cong., 2d Sess.);
Reported favorably by the Senate Committee on Foreign Relations May 15, 1980 (S. Ex. Rept. No. 96-35, 96th Cong., 2d Sess.);
Advice and consent to ratification by the Senate May 22, 1980;
Ratified by the President June 6, 1980;
Ratification of the United States of America deposited with the Secretary-General of the United Nations May 28, 1981;
Proclaimed by the President July 23, 1982;
Entered into force provisionally for the United States of America October 23, 1980;
Entered into force definitively April 15, 1982.

By The President of the United States of America

A PROCLAMATION

Considering that:

The International Natural Rubber Agreement, 1979, together with three annexes relating thereto, was done at Geneva on October 6, 1979 and was signed on behalf of the United States of America on January 8, 1980, a certified copy of which Agreement is hereto annexed;

The Senate of the United States of America by its resolution of May 22, 1980, two-thirds of the Senators present concurring therein, gave its advice and consent to the ratification of the Agreement, with annexes;

The President of the United States of America ratified the Agreement, with annexes, on June 6, 1980, in pursuance of the advice and consent of the Senate;

The United States of America deposited a declaration of provisional application of the Agreement on October 23, 1980, and the Agreement became provisionally applicable on October 23, 1980;

The United States of America deposited its instrument of ratification on May 28, 1981;

Pursuant to the provisions of Article 61, the International Natural Rubber Agreement, 1979, entered into force definitively for the United States of America on April 15, 1982;

NOW, THEREFORE, I, Ronald Reagan, President of the United States of America, proclaim and make public the International Natural Rubber Agreement, 1979, to the end that it be observed and fulfilled with good faith on and after April 15, 1982, by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have signed this proclamation and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this twenty-third day of July in the year of our Lord one thousand nine hundred eighty-
[SEAL] two and of the Independence of the United States of America the two hundred seventh.

RONALD REAGAN

By the President:
GEORGE P. SHULTZ
Secretary of State

INTERNATIONAL NATURAL RUBBER AGREEMENT, 1979

ACCORD INTERNATIONAL DE 1979 SUR LE CAOUTCHOUC NATUREL

1979年国际天然胶协定

МЕЖДУНАРОДНОЕ СОГЛАШЕНИЕ ПО НАТУРАЛЬНОМУ КАУЧУКУ 1979 ГОДА

CONVENIO INTERNACIONAL DEL CAUCHO NATURAL, 1979

INTERNATIONAL NATURAL RUBBER AGREEMENT, 1979

UNITED NATIONS
1979

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PREAMBLE

The contracting parties,

Recalling the Declaration and the Programme of Action on the Establishment of a New International Economic Order, */

Recognizing in particular the importance of the United Nations Conference on Trade and Development resolution 93 (IV), adopted at its fourth session, and resolution 124 (V), adopted at its fifth session, on the Integrated Programme for Commodities,

Recognizing the importance of natural rubber to the economies of members, particularly to the exports of exporting members and to supply requirements of importing members,

Recognizing further that the stabilization of natural rubber prices is in the interests of producers, consumers and natural rubber markets, and that an international natural rubber agreement can significantly assist the growth and development of the natural rubber industry to the benefit of both producers and consumers,

Have agreed as follows:

---

*/ General Assembly resolutions 3201 (S-VI) and 3202 (S-VI) of 1 May 1974.

CHAPTER I - OBJECTIVES

Article 1

Objectives

The objectives of the International Natural Rubber Agreement, 1979 (hereinafter referred to as this Agreement), with a view to achieving the relevant objectives as adopted by the United Nations Conference on Trade and Development in its resolutions 93 (IV) and 124 (V) on the Integrated Programme for Commodities, are inter alia as follows:

(a) to achieve a balanced growth between the supply of and demand for natural rubber, thereby helping to alleviate the serious difficulties arising from surpluses or shortages of natural rubber;

(b) to achieve stable conditions in natural rubber trade through avoiding excessive natural rubber price fluctuations, which adversely affect the long-term interests of both producers and consumers, and stabilizing these prices without distorting long-term market trends, in the interests of producers and consumers;

(c) to help stabilize the export earnings from natural rubber of exporting members, and to increase their earnings based on expanding natural rubber export volumes at fair and remunerative prices, thereby helping to provide the necessary incentives for a dynamic and rising rate of production and the resources for accelerated economic growth and social development;

(d) to seek to ensure adequate supplies of natural rubber to meet the requirements of importing members at fair and reasonable prices and to improve the reliability and continuity of these supplies;

(e) to take feasible steps in the event of a surplus or shortage of natural rubber to mitigate the economic difficulties that members might encounter;

(f) to seek to expand international trade in and to improve market access for natural rubber and processed products thereof;

(g) to improve the competitiveness of natural rubber by encouraging research and development on the problems of natural rubber;

(h) to encourage the efficient development of the natural rubber economy by seeking to facilitate and promote improvements in the processing, marketing and distribution of raw natural rubber; and

(i) to further international co-operation in and consultations on natural rubber matters affecting supply and demand, and to facilitate promotion and co-ordination of natural rubber research, assistance and other programmes.

CHAPTER II - DEFINITIONS

Article 2

Definitions

For the purposes of this Agreement:

(1) "Natural rubber" means the unvulcanized elastomer, whether in solid or liquid forms, from Hevea brasiliensis and any other plant which the Council may decide for the purposes of this Agreement.

(2) "Contracting party" means a Government, or an intergovernmental organization referred to in article 5, which has consented to be bound by this Agreement provisionally or definitively.

(3) "Member" means a contracting party as defined in definition (2) above.

(4) "Exporting member" means a member which exports natural rubber and has declared itself to be an exporting member, subject to the agreement of the Council.

(5) "Importing member" means a member which imports natural rubber and has declared itself to be an importing member, subject to the agreement of the Council.

(6) "Organization" means the International Natural Rubber Organization referred to in article 3.

(7) "Council" means the International Natural Rubber Council referred to in article 6.

(8) "Special vote" means a vote requiring at least two thirds of the votes cast by exporting members present and voting and at least two thirds of the votes cast by importing members present and voting, counted separately, on condition that these votes are cast by at least half the members in each category present and voting.

(9) "Exports of natural rubber" means any natural rubber which leaves the customs territory of any member, and "imports of natural rubber" means any natural rubber which enters the customs territory of any member, provided that for the purposes of these definitions, customs territory shall, in the case of a member which comprises more than one customs territory, be deemed to refer to the combined customs territories of that member.

(10) "Distributed simple majority vote" means a vote requiring more than half of the total votes of exporting members present and voting and more than half of the total votes of importing members present and voting, counted separately.

(11) "Freely usable currencies" means the deutsche mark, the French franc, the Japanese yen, the pound sterling, and the United States dollar.

(12) "Financial year" means the period from 1 January to 31 December inclusive.

(13) "Entry into force" means the date on which this Agreement enters into force provisionally or definitively in accordance with article 61.

(14) "Tonne" means a metric ton, i.e. 1,000 kilogrammes.

(15) "Government undertaking" means the financial obligations to the Council which are committed by members as security for financing the contingency Buffer Stock and which can be called by the Council to meet its financial obligations in accordance with article 28; members shall be liable solely to the Council up to the amount of their undertakings.

(16) "Malaysian/Singapore cent" means the average of the Malaysian sen and the Singapore cent at the prevailing rates of exchange.

(17) "Time-weighted net contribution of a member" means its net contributions weighted by the number of years of its membership in the Organization.

CHAPTER III - ORGANIZATION AND ADMINISTRATION

Article 3

Establishment, headquarters and structure of the International Natural Rubber Organization

1. The International Natural Rubber Organization is hereby established to administer the provisions and supervise the operation of this Agreement.

2. The Organization shall function through the International Natural Rubber Council, its Executive Director and its staff, and such other bodies as are provided for in this Agreement.

3. At its first session the Council shall, by special vote, decide that the headquarters of the Organization shall be in Kuala Lumpur or London.

4. The headquarters of the Organization shall at all times be located in the territory of a member.

Article 4

Membership in the Organization

1. There shall be two categories of membership, namely,

(a) exporting, and

(b) importing.

2. The Council shall establish criteria regarding a change by a member in its category of membership as defined in paragraph 1 of this article, taking fully into account the provisions of articles 25 and 28. A member which meets such criteria may change its category of membership subject to the agreement of the Council by special vote.

3. Each contracting party shall constitute a single member of the Organization.

Article 5

Membership by intergovernmental organizations

1. Any reference in this Agreement to a "Government" or "Governments" shall be construed as including a reference to the European Economic Community and to any intergovernmental organization having responsibilities in respect of the negotiation, conclusion and application of international agreements, in particular commodity agreements. Accordingly, any reference in this Agreement to signature, ratification, acceptance or approval, or to notification of provisional application, or to accession shall, in the case of such intergovernmental

organizations, be construed as including a reference to signature, ratification, acceptance or approval, or to notification of provisional application, or to accession, by such intergovernmental organizations.

2. In the case of votes on matters within their competence, such intergovernmental organizations shall exercise their voting rights with a number of votes equal to the total number of votes attributed, in accordance with article 15, to their member States.

CHAPTER IV - THE INTERNATIONAL NATURAL RUBBER COUNCIL

Article 6

Composition of the International Natural Rubber Council

1. The highest authority of the Organization shall be the International Natural Rubber Council, which shall consist of all the members of the Organization.

2. Each member shall be represented in the Council by one delegate, and may designate alternates and advisers to attend sessions of the Council.

3. An alternate delegate shall be empowered to act and vote on behalf of the delegate during the latter's absence or in special circumstances.

Article 7

Powers and functions of the Council

1. The Council shall exercise all such powers and perform or arrange for the performance of all such functions as are necessary to carry out the provisions of this Agreement.

2. The Council shall, by special vote, adopt such rules and regulations as are necessary to carry out the provisions of this Agreement and are consistent therewith. These shall include its own rules of procedure and those of the committees established under article 19, rules for the administration and operation of the Buffer Stock, and the financial and staff regulations of the Organization. The Council may, in its rules of procedure, provide for a procedure whereby it may, without meeting, decide specific questions.

3. The Council shall keep such records as are required for the performance of its functions under this Agreement.

4. The Council shall publish an annual report on the activities of the Organization and such other information as it considers appropriate.

Article 8

Borrowing in exceptional circumstances

1. The Council may, by special vote, borrow from commercial sources for the Buffer Stock and/or Administrative Accounts to cover any deficits on either Account caused by lags between authorized expenditures and required contributions. If the borrowing results from a delay in the receipt of a contribution from a member, the financial costs incurred by the Council in such borrowing shall be met by the member in arrears in addition to the full payment of its contribution.

2. Any member may, at its own discretion, elect to contribute cash directly to the appropriate Account, in lieu of commercial borrowing by the Council for that member's share of the required funds.

Article 9

Delegation of powers

1. The Council may, by special vote, delegate to any committee established under article 19 the exercise of any or all of its powers which, in accordance with the provisions of this Agreement, do not require a special vote of the Council. Notwithstanding this delegation, the Council may at any time discuss and decide any issue that may have been delegated to any of its committees.

2. The Council may, by special vote, revoke any power delegated to a committee.

Article 10

Co-operation with other organizations

1. The Council may make whatever arrangements are appropriate for consultation or co-operation with the United Nations, its organs and specialized agencies, and other intergovernmental organizations as appropriate.

2. The Council may also make arrangements for maintaining contact with appropriate international non-governmental organizations.

Article 11

Admission of observers

The Council may invite any non-member Government, or any of the organizations referred to in article 10, to attend as an observer any of the meetings of the Council or of any committee established under article 19.

Article 12

Chairman and Vice-Chairman

1. The Council shall elect for each year a Chairman and a Vice-Chairman.

2. The Chairman and the Vice-Chairman shall be elected, one from among the representatives of exporting members and the other from among the representatives of importing members. These offices shall alternate each year between the two categories of members, provided, however, that this shall not prohibit the re-election of either or both, under exceptional circumstances, by special vote of the Council.

3. In the temporary absence of the Chairman, he shall be replaced by the Vice-Chairman. In the temporary absence of both the Chairman and the Vice-Chairman or the permanent absence of one or both of them, the Council may elect new officers from among the representatives of the exporting members and/or from among the representatives of the importing members, as appropriate, on a temporary or permanent basis as may be required.

4. Neither the Chairman nor any other officer presiding at a meeting of the Council shall vote at that meeting. He may, however, empower another representative from the same category of membership to exercise the voting rights of the member which he represents.

Article 13

Executive Director, Buffer Stock Manager and other staff

1. The Council shall, by special vote, appoint an Executive Director and a Buffer Stock Manager.

2. The terms and conditions of appointment of the Executive Director and the Buffer Stock Manager shall be determined by the Council.

3. The Executive Director shall be the chief administrative officer of the Organization and shall be responsible to the Council for the administration and operation of this Agreement in accordance with decisions of the Council.

4. The Buffer Stock Manager shall be responsible to the Executive Director and the Council for the functions conferred upon him by this Agreement, as well as for such additional functions as the Council may determine. The Buffer Stock Manager shall be responsible for the day-to-day operation of the Buffer Stock, and shall keep the Executive Director informed of the general operations of the Buffer Stock so that the Executive Director may ensure its effectiveness in meeting the objectives of this Agreement.

5. The Executive Director shall appoint the staff in accordance with regulations established by the Council. The staff shall be responsible to the Executive Director.

6. Neither the Executive Director nor any member of the staff, including the Buffer Stock Manager, shall have any financial interest in the rubber industry or trade, or associated commercial activities.

7. In the performance of their duties, the Executive Director, the Buffer Stock Manager and other staff shall not seek or receive instructions from any member or from any other authority external to the Council or to any committee established under article 19. They shall refrain from any action which might reflect on their positions as international officials responsible only to the Council. Each member shall respect the exclusively international character of the responsibilities of the Executive Director, the Buffer Stock Manager and other staff and shall not seek to influence them in the discharge of their responsibilities.

Article 14

Sessions

1. As a general rule, the Council shall hold one regular session in each half of the year.

2. In addition to sessions in circumstances specifically provided for in this Agreement, the Council shall also meet in special session whenever it so decides or at the request of:

(a) the Chairman of the Council;

(b) the Executive Director;

(c) a majority of the exporting members;

(d) a majority of the importing members;

(e) an exporting member or exporting members holding at least 200 votes; or

(f) an importing member or importing members holding at least 200 votes.

3. Sessions shall be held at the headquarters of the Organization unless the Council, by special vote, decides otherwise. If on the invitation of any member the Council meets elsewhere than at the headquarters of the Organization, that member shall pay the additional costs incurred by the Council.

4. Notice of any sessions and the agenda for such sessions shall be communicated to members by the Executive Director at least 30 days in advance, except in cases of emergency when notice shall be communicated at least seven days in advance.

Article 15

Distribution of votes

1. The exporting members shall together hold 1,000 votes and the importing members shall together hold 1,000 votes.

2. Each exporting member shall receive one initial vote out of the 1,000 votes except that in the case of an exporting member with net exports of less than 10,000 tonnes annually the initial vote shall not apply. The remainder of such votes shall be distributed among the exporting members as nearly as possible in proportion to the volume of their respective net exports of natural rubber for the period of five calendar years commencing six calendar years prior to the distribution of votes, except that Singapore's net exports of natural rubber for such period shall be calculated at 13 per cent of its total exports for that period.

3. The votes of importing members shall be distributed among them in proportion to the average of their respective net imports of natural rubber during the period of three calendar years commencing four calendar years prior to the distribution of votes, except that each importing member shall receive one vote even if its proportional net import share is otherwise not sufficiently large to so justify.

4. For the purposes of paragraphs 2 and 3 of this article, paragraphs 2 and 3 of article 28 relating to contributions of importing members and article 39, the Council shall, at its first session, establish a table of net exports of exporting members and a table of net imports of importing members which shall be revised annually in accordance with this article.

5. There shall be no fractional votes. Except as provided in paragraph 3 of this article, any fraction less than 0.5 shall be rounded downward, and any fraction greater than or equal to 0.5 shall be rounded upward.

6. The Council shall distribute the votes for each financial year at the beginning of the first session of that year in accordance with the provisions of this article. Such distribution shall remain in effect for the rest of that year, except as provided for in paragraph 7 of this article.

7. Whenever the membership of the Organization changes or when any member has its voting rights suspended or restored under any provision of this Agreement, the Council shall redistribute the votes within the affected category or categories of members in accordance with the provisions of this article.

8. In the event of the exclusion of a member pursuant to article 65, or the withdrawal of a member pursuant to article 64 or 63, resulting in the reduction of the total trade share of those members remaining in either category below 80 per cent, the Council shall meet and decide on the terms, conditions and future of this Agreement, including in particular the need to maintain effective buffer stock operations without causing undue financial burden to the remaining members.

Article 16

Voting procedure

1. Each member shall be entitled to cast the number of votes it holds in the Council and shall not be entitled to divide its votes.

2. By written notification to the Chairman of the Council, any exporting member may authorize any other exporting member, and any importing member may authorize any other importing member, to represent its interests and to exercise its voting rights at any session or meeting of the Council.

3. A member authorized by another member to cast the latter member's votes shall cast such votes as authorized.

4. When abstaining, a member shall be deemed not to have cast its votes.

Article 17

Quorum

1. The quorum for any meeting of the Council shall be the presence of a majority of exporting members and a majority of importing members, provided that such members hold at least two thirds of the total votes in their respective categories.

2. If there is no quorum in accordance with paragraph 1 of this article on the day fixed for the meeting and on the following day, the quorum on the third day and thereafter shall be the presence of a majority of exporting members and a majority of importing members, provided that such members hold a majority of the total votes in their respective categories.

3. Representation in accordance with paragraph 2 of article 16 shall be considered as presence.

Article 18

Decisions

1. All decisions of the Council shall be taken and all recommendations shall be made by distributed simple majority vote, unless otherwise provided for in this Agreement.

2. Where a member avails itself of the provisions of article 16 and its votes are cast at a meeting of the Council, such member shall, for the purpose of paragraph 1 of this article, be considered as present and voting.

Article 19

Establishment of committees

1. The following committees are hereby established:

(a) Committee on Administration;

(b) Committee on Buffer Stock Operations;

(c) Committee on Statistics; and

(d) Committee on Other Measures.

Additional committees may also be established by special vote of the Council.

2. Each committee shall be responsible to the Council. The Council shall, by special vote, determine the membership and terms of reference of each committee.

Article 20

Panel of experts

1. The Council shall establish a panel of experts from the rubber industry and trade of exporting and importing members.

2. The Panel shall be available to provide advice and assistance to the Council and its committees, particularly on buffer stock operations and on the other measures referred to in article 44.

3. The membership, functions and administrative arrangements of the Panel shall be determined by the Council.

CHAPTER V - PRIVILEGES AND IMMUNITIES

Article 21

Privileges and immunities

1. The Organization shall have legal personality. It shall in particular have the capacity to contract, to acquire and dispose of movable and immovable property, and to institute legal proceedings.

2. The Organization shall, as soon as possible after the entry into force of this Agreement, seek to conclude with the Government of the country in which the headquarters of the Organization is to be situated (hereinafter referred to as the host Government) an agreement (hereinafter referred to as Headquarters Agreement) relating to such status, privileges and immunities of the Organization, of its Executive Director, staff and experts, and of members' delegations, as are reasonably necessary for the purpose of discharging their functions.

3. Pending the conclusion of the Headquarters Agreement, the Organization shall request the host Government to grant, to the extent consistent with its laws, exemption from taxation on remuneration paid by the Organization to its employees, and on the assets, income and other property of the Organization.

4. The Organization may also conclude, with one or more Governments, agreements to be approved by the Council relating to such privileges and immunities as may be necessary for the proper functioning of this Agreement.

5. If the headquarters of the Organization is moved to another country, the Government of that country shall, as soon as possible, conclude with the Organization a Headquarters Agreement to be approved by the Council.

6. The Headquarters Agreement shall be independent of this Agreement. It shall, however, terminate:

(a) by agreement between the host Government and the Organization;

(b) in the event that the headquarters of the Organization is moved from the country of the host Government; or

(c) in the event that the Organization ceases to exist.

CHAPTER VI - ACCOUNTS AND AUDIT

Article 22

Financial accounts

1. For the operation and administration of this Agreement, there shall be established two accounts:

(a) the Buffer Stock Account, and

(b) the Administrative Account.

2. All the following receipts and expenditures in the creation, operation and maintenance of the Buffer Stock shall be brought into the Buffer Stock Account: contributions from members under article 28, borrowings for the Buffer Stock Account under article 8, repayment of principal and interest on such borrowings, revenues from sales of buffer stocks, interest on deposits of the Buffer Stock Account, stock acquisition costs, commissions, storage, transportation and handling charges, insurance, and costs of rotation. The Council may, however, by special vote, bring any other type of receipts or expenditures attributable to buffer stock transactions or operations into the Buffer Stock Account.

3. All other receipts and expenditures relating to the operation of this Agreement shall be brought into the Administrative Account. Such expenditures shall normally be met by contributions from members assessed in accordance with article 25.

4. The Organization shall not be liable for the expenses of delegations or observers to the Council or to any committee established under article 19.

Article 23

Form of payment

Cash payments to the Administrative and Buffer Stock Accounts shall be payable in freely usable currencies or currencies which are convertible in the major foreign exchange markets into freely usable currencies, and shall be exempt from foreign exchange restrictions.

Article 24

Audit

1. The Council shall appoint auditors for the purpose of auditing its books of account.

2. An independently audited statement of the Administrative and Buffer Stock Accounts shall be made available to members as soon as possible, but not earlier than three months, after the close of each financial year and be considered for approval by the Council at its next session as appropriate. A summary of the audited accounts and balance sheet shall thereafter be published.

CHAPTER VII - THE ADMINISTRATIVE ACCOUNT

Article 25

Budget contributions

1. The Council shall at its first session after the entry into force of this Agreement approve the budget of the Administrative Account for the period between the date of entry into force and the end of the first financial year. Thereafter, during the second half of each financial year, the Council shall approve the budget of the Administrative Account for the following financial year. The Council shall assess the contribution of each member to that budget in accordance with paragraph 2 of this article.

2. The contribution of each member to the administrative budget for each financial year shall be in the proportion which the number of its votes at the time the administrative budget for that financial year is approved bears to the total votes of all the members. In assessing contributions, the votes of each member shall be calculated without regard to the suspension of any member's voting rights or any redistribution of votes resulting therefrom.

3. The initial contribution to the administrative budget of any Government which becomes a member after the entry into force of this Agreement shall be assessed by the Council on the basis of the number of votes to be held by it and the period remaining in the current financial year, but the assessment made upon other members shall not be altered.

Article 26

Payment of contributions to the administrative budget

1. Contributions to the first administrative budget shall become due on a date to be decided by the Council at its first session. Contributions to subsequent administrative budgets shall become due on the first day of each financial year. The contribution of a Government which becomes a member after the entry into force of this Agreement, assessed in accordance with paragraph 3 of article 25, shall, for the financial year concerned, become due on a date to be decided by the Council.

2. If a member has not paid its full contribution to the administrative budget within two months after such contribution becomes due in accordance with paragraph 1 of this article, the Executive Director shall request that member to make payment as quickly as possible. If a member has not paid its contribution within two months after such request by the Executive Director, its voting rights in the Organization shall be suspended unless the Council, by special vote, decides otherwise. If a member has still not paid its contribution within four months after such request by the Executive Director, all rights of that member under this Agreement shall be suspended by the Council unless the Council, by special vote, decides otherwise.

3. For contributions received late, the Council shall levy an interest charge at the prime rate in the host country from the date the contributions become due, or at the commercial rate in the event of borrowing under article 8, whichever is appropriate.

4. A member whose rights have been suspended under paragraph 2 of this article shall in particular remain liable to pay its contribution and to meet any other of its financial obligations under this Agreement.

CHAPTER VIII - THE BUFFER STOCK

Article 27

Size of the Buffer Stock

In order to achieve the objectives of this Agreement, an international Buffer Stock shall be established. The total capacity of the Buffer Stock shall be of 550,000 tonnes. It shall be the sole instrument of market intervention for price stabilization in this Agreement. The Buffer Stock shall comprise:

(a) The normal Buffer Stock of 400,000 tonnes, and

(b) The contingency Buffer Stock of 150,000 tonnes.

Article 28

Financing of the Buffer Stock

1. Members commit themselves to finance the total cost of the international Buffer Stock of 550,000 tonnes established under article 27.

2. The financing of both the normal Buffer Stock and the contingency Buffer Stock shall be shared equally between the exporting and importing categories of members. Contributions of members to the Buffer Stock Account shall be apportioned according to their shares of the votes in the Council, except as provided for in paragraphs 3 and 4 of this article.

3. Any importing member whose share of total net imports as set out in the table to be established by the Council under paragraph 4 of article 15 represents 0.1 per cent or less of total net imports shall contribute to the Buffer Stock Account as follows:

(a) If its share of total net imports is less than or equal to 0.1 per cent but more than 0.05 per cent, such member shall contribute an amount assessed on the basis of its actual share of total net imports;

(b) If its share of total net imports is 0.05 per cent or less, such member shall contribute an amount assessed on the basis of a share of 0.05 per cent of total net imports.

4. During any period in which this Agreement is in force provisionally either under paragraph 2 or subparagraph (b) of paragraph 4 of article 61, the financial commitment of each exporting or importing member to the Buffer Stock Account shall not in total exceed that member's contribution, calculated on the basis of the number of votes corresponding to the percentage shares set out in the tables to be established by the Council under paragraph 4 of article 15, of the totals of 275,000 tonnes falling to the exporting and importing categories of members respectively. The financial obligations of members when this Agreement is in force provisionally shall be shared equally by exporting and importing categories of members. At any time when the aggregate commitment of one category exceeds that of

the other, the larger of the two aggregates shall be brought equal to the smaller of the two aggregates, each member's votes in that aggregate being reduced in proportion to the shares of votes derived from the tables to be established by the Council under paragraph 4 of article 15.

5. The total costs of the normal Buffer Stock of 400,000 tonnes shall be financed by contributions by members in cash to the Buffer Stock Account. Such contributions may, when relevant, be paid by the appropriate agencies of members concerned.

6. The total costs of the contingency Buffer Stock of 150,000 tonnes shall be financed by contributions by members in the form of:

(a) cash borrowed from commercial sources by the Council upon the security of both stock warrants and government guarantees/government undertakings, and/or

(b) cash.

Such contributions may, when relevant, be provided by the appropriate agencies of members concerned.

7. The choice under subparagraph (a) or (b) of paragraph 6 of this article, or both, shall be at the discretion of each member; in all cases, the cash shall be deposited in the Buffer Stock Account. In the case of borrowing under subparagraph (a) of paragraph 6, the value of stock warrants, as a proportion of the value of the total Buffer Stock at the time, shall not exceed those members' proportionate shares of votes in the Council. Members on whose behalf the Council has undertaken commercial borrowing under subparagraph (a) of paragraph 6 shall be responsible for all their respective liabilities arising from such borrowing.

8. The total costs of the 550,000-tonne international Buffer Stock shall be paid from the Buffer Stock Account. Such costs shall include all expenses involved in acquiring and operating the 550,000-tonne international Buffer Stock. In the event that the estimated cost, as given in annex C to this Agreement, cannot fully cover the total cost of acquisition and operations of the Buffer Stock, the Council shall meet and make the necessary arrangements to call up the required contributions to cover such costs according to percentage shares of votes.

Article 29

Payment of contributions to the Buffer Stock Account

1. There shall be an initial contribution in cash to the Buffer Stock Account equivalent to 70 million Malaysian ringgits. This contribution shall be apportioned among all members according to their percentage shares of votes taking in consideration paragraph 3 of article 28. The contribution shall be called as soon as the Executive Director has been informed by all members that they are in a position to meet the financial requirements, within 18 months from the date of provisional entry into force of this Agreement. These initial contributions shall be due 45 days after the Executive Director calls for them.

(e) an upper trigger action price,

(f) a lower indicative price, and

(g) an upper indicative price.

2. The reference price shall, on the entry into force of this Agreement, be initially fixed at 210 Malaysian/Singapore cents per kilogramme. It shall be reviewed and revised in accordance with section A of article 32.

3. There shall be an upper intervention price and a lower intervention price calculated respectively at plus and minus 15 per cent of the reference price unless the Council, by special vote, decides otherwise.

4. There shall be an upper trigger action price and a lower trigger action price calculated respectively at plus and minus 20 per cent of the reference price unless the Council, by special vote, decides otherwise.

5. The prices calculated in paragraphs 3 and 4 of this article shall be rounded to the nearest cent.

6. Except as otherwise provided for in this Agreement, the lower indicative price shall be 150 Malaysian/Singapore cents per kilogramme, and the upper indicative price shall be 270 Malaysian/Singapore cents per kilogramme, for the first 30 months after the entry into force of this Agreement.

Article 31

Operation of the Buffer Stock

1. If, in relation to the price range provided for in article 30, or as subsequently revised in accordance with the provisions of articles 32 and 40, the market indicator price provided for in article 33 is:

(a) at or above the upper trigger action price, the Buffer Stock Manager shall defend the upper trigger action price by offering natural rubber for sale until the market indicator price falls below the upper trigger action price;

(b) above the upper intervention price, the Buffer Stock Manager may sell natural rubber in defence of the upper trigger action price;

(c) at the upper or lower intervention price, or between them, the Buffer Stock Manager shall neither buy nor sell natural rubber, except in order to carry out his responsibilities for rotation under article 36;

(d) below the lower intervention price, the Buffer Stock Manager may buy natural rubber in defence of the lower trigger action price;

2. The Executive Director may at any time call for contributions provided that the Buffer Stock Manager has certified that the Buffer Stock Account may require such funds in the next four months.

3. When a contribution is called, it shall be due from members within 30 days of the date of notification. If requested by any member or members accounting for 200 votes in the Council, the Council shall meet in special session and may modify or disapprove the call-up based on an assessment of the need for funds to support buffer stock operations in the next three months. If the Council cannot reach a decision, contributions shall be due from members in accordance with the Executive Director's decision.

4. Contributions called up for the normal and the contingency Buffer Stock shall be valued at the lower trigger action price in effect at the time such contributions are called.

5. The call-up of contributions to the contingency Buffer Stock shall be handled as follows:

(a) At the 300,000-tonne review provided for in article 32, the Council shall:

(i) receive a statement from each member regarding the method by which it will finance its share of the contingency Buffer Stock pursuant to article 28, and

(ii) make all financial and other arrangements which may be necessary for the prompt implementation of the contingency Buffer Stock including call-up of funds if necessary.

(b) At the 400,000-tonne review provided for in article 32, the Council shall ensure that:

(i) all members have provided financing for their respective shares of the contingency Buffer Stock, and

(ii) the contingency Buffer Stock has been invoked and is fully primed for action in accordance with the terms of article 31.

Article 30

Price range

1. There shall be established, for the operations of the Buffer Stock:

(a) a reference price,

(b) a lower intervention price,

(c) an upper intervention price,

(d) a lower trigger action price,

(e) at or below the lower trigger action price, the Buffer Stock Manager shall defend the lower trigger action price by offering to buy natural rubber until the market indicator price exceeds the lower trigger action price.

2. When sales or purchases for the Buffer Stock reach the 400,000-tonne level, the Council shall, by special vote, decide whether to bring the contingency Buffer Stock into operation at:

(a) the lower or upper trigger action price, or

(b) any price between the lower trigger action price and the lower indicative price, or the upper trigger action price and the upper indicative price.

3. Unless the Council, by special vote, decides otherwise under paragraph 2 of this article, the Buffer Stock Manager shall use the contingency Buffer Stock to defend the lower indicative price by bringing the contingency Buffer Stock into operation when the market indicator price is at a level midway between the lower indicative price and the lower trigger action price, and to defend the upper indicative price by bringing the contingency Buffer Stock into operation when the market indicator price is at a level midway between the upper indicative price and the upper trigger action price.

4. The total facilities of the Buffer Stock, including the normal Buffer Stock and the contingency Buffer Stock, shall be fully utilized to ensure that the market indicator price does not fall below the lower indicative price or rise above the upper indicative price.

5. Sales and purchases by the Buffer Stock Manager shall be effected through established commercial markets at prevailing prices, and all his transactions shall be in physical rubber for delivery not later than three calendar months forward.

6. To facilitate the operation of the Buffer Stock, the Council shall establish branch offices and such facilities of the Buffer Stock Manager's office, where necessary, in established rubber markets and approved warehouse locations.

7. The Buffer Stock Manager shall prepare a monthly report on buffer stock transactions and the Buffer Stock Account's financial position. Sixty days after the end of each month, the report for that month shall be made available to members.

8. The information on buffer stock transactions shall include quantities, prices, types, grades and markets of all buffer stock operations, including rotations effected. The information on the Buffer Stock Account's financial position shall also include interest rates on and terms and conditions of deposits and loans, the currencies operated in and other relevant information on the items referred to in paragraph 2 of article 22.

Article 32

Review and revision of the price range

A. Reference price

1. Review and revision of the reference price shall be based on market trends and/or net changes in the Buffer Stock, subject to the provisions of this section of this article. The reference price shall be reviewed by the Council every 18 months after the entry into force of this Agreement.

(a) If the average of the daily market indicator prices over the six-month period prior to a review is at the upper intervention price, at the lower intervention price or between these two prices, no revision of the reference price shall take place.

(b) If the average of the daily market indicator prices over the six-month period prior to a review is below the lower intervention price, the reference price shall be automatically revised downwards by 5 per cent of its level at the time of the review, unless the Council, by special vote, decides on a different percentage adjustment downwards of the reference price.

(c) If the average of the daily market indicator prices over the six-month period prior to a review is above the upper intervention price, the reference price shall be automatically revised upwards by 5 per cent of its level at the time of the review, unless the Council, by special vote, decides on a different percentage adjustment upwards of the reference price.

2. Following a net change in the Buffer Stock of 100,000 tonnes since the last assessment under this paragraph or the entry into force of this Agreement, the Executive Director shall convene a special session of the Council to assess the situation. The Council may, by special vote, decide to take appropriate measures which may include:

(a) suspension of buffer stock operations;

(b) change in the rate of buffer stock purchases or sales; and

(c) revision of the reference price.

3. If net buffer stock purchases or sales amounting to 300,000 tonnes have taken place since (a) the entry into force of this Agreement, (b) the last revision under this paragraph, or (c) the last revision under paragraph 2 of this article, whichever is most recent, the reference price shall be lowered or raised, respectively, by 3 per cent of its current level unless the Council, by special vote, decides to lower or raise it, respectively, by a different percentage amount.

4. Any adjustments of the reference price for any reason shall not be such as to allow the trigger action prices to breach the lower or upper indicative prices.

B. Indicative prices

5. The Council may, by special vote, revise the lower and upper indicative prices at reviews provided for in this section of this article.

6. The Council shall ensure that any revision of indicative prices is consistent with evolving market trends and conditions. In this connexion, the Council shall take into consideration the trend of natural rubber prices, consumption, supply, production costs and stocks, as well as the quantity of natural rubber held in the Buffer Stock and the financial position of the Buffer Stock Account.

7. The lower and upper indicative prices shall be reviewed:

(a) every 30 months after the entry into force of this Agreement;

(b) in exceptional circumstances, at the request of a member or members accounting for 200 or more votes in the Council; and

(c) when the reference price has been revised (i) downwards since the last revision of the lower indicative price or the entry into force of this Agreement, or (ii) upwards since the last revision of the upper indicative price or the entry into force of this Agreement, by at least 3 per cent under paragraph 3 of this article and at least 5 per cent under paragraph 1 of this article, or by at least this amount under paragraphs 1, 2 and/or 3 of this article, provided that the average of the daily market indicator price for the 60 days subsequent to the last revision of the reference price is either below the lower intervention price or above the upper intervention price, respectively.

8. Notwithstanding paragraphs 5, 6 and 7 of this article, there shall be no upward revision in the lower or upper indicative price if the average of the daily market indicator prices over the six-month period prior to a review of the price range under this article is below the reference price. Similarly, there shall be no downward revision in the lower or upper indicative price if the average of the daily market indicator prices over the six-month period prior to a review of the price range under this article is above the reference price.

Article 33

Market indicator price

1. There shall be established a daily market indicator price which shall be a composite, weighted average - reflecting the market in natural rubber - of daily official current-month prices on the Kuala Lumpur, London, New York and Singapore

markets. Initially, the daily market indicator price shall comprise RSS 1, RSS 3 and TSR 20 and their weighting shall be equal. All quotations shall be converted into f.o.b. Malaysian/Singapore ports in Malaysian/Singapore currency.

2. The type/grade composition weightings and method of computing the daily market indicator price shall be reviewed and may, by special vote, be revised by the Council to ensure that it reflects the market in natural rubber.

3. The market indicator price shall be deemed above, at or below price levels specified in this Agreement if the average of the daily market indicator prices for the last five market days is above, at or below such price levels.

Article 34

Composition of buffer stocks

1. At its first session after the entry into force of this Agreement, the Council shall name the internationally recognized standard grades and types of ribbed smoked sheets and technically specified rubbers for inclusion in the Buffer Stock, provided that the following criteria are met:

(a) the lowest grade and type of natural rubber authorized for inclusion in the Buffer Stock shall be RSS 3 and TSR 20; and

(b) all grades and types allowed under subparagraph (a) of this paragraph which account for at least 3 per cent of the previous calendar year's international trade in natural rubber shall be named.

2. The Council may, by special vote, change these criteria and/or selected types/grades, if necessary to ensure that the composition of the Buffer Stock reflects the evolving market situation, attainment of the stabilization objectives of this Agreement and the need to maintain a high commercial standard of quality of buffer stocks.

3. The Buffer Stock Manager should attempt to ensure that the composition of the Buffer Stock reflects export/import patterns of natural rubber, while promoting the stabilization objectives of this Agreement.

4. The Council may, by special vote, direct the Buffer Stock Manager to change the composition of the Buffer Stock if the objective of price stabilization so dictates.

Article 35

Location of buffer stocks

1. The location of buffer stocks shall ensure economic and efficient commercial operations. In accordance with this principle, the buffer stocks shall be located in the territory of both exporting and importing members. The distribution of the buffer stocks among the members shall be effected in such a way as to attain the stabilization objectives of this Agreement while minimizing costs.

2. In order to maintain high commercial quality standards, buffer stocks shall be stored only in warehouses approved on the basis of criteria to be decided by the Council.

3. After the entry into force of this Agreement, the Council shall establish and approve a list of warehouses and the necessary arrangements for their use. The Council shall review this list periodically.

4. The Council shall also periodically review the location of the buffer stocks and may, by special vote, direct the Buffer Stock Manager to change the location of the buffer stocks to ensure economic and efficient commercial operations.

Article 36

Rotation of buffer stocks

The Buffer Stock Manager shall ensure that all buffer stocks are purchased and maintained at a high commercial standard of quality. He shall rotate natural rubber stored in the Buffer Stock as necessary to ensure such standards, taking into appropriate consideration the cost of such rotation and its impact on the stability of the market. The costs of rotation shall be brought into the Buffer Stock Account.

Article 37

Restriction or suspension of buffer stock operations

1. Notwithstanding the provisions of article 31, the Council, if in session, may, by special vote, restrict or suspend the operations of the Buffer Stock, if in its opinion the discharge of the obligations laid upon the Buffer Stock Manager by that article will not achieve the objectives of this Agreement.

2. If the Council is not in session, the Executive Director may, after consultation with the Chairman, restrict or suspend operations of the Buffer Stock, if in his opinion the discharge of the obligations laid upon the Buffer Stock Manager by article 31 will not achieve the objectives of this Agreement.

3. Immediately after a decision to restrict or suspend operations of the Buffer Stock under paragraph 2 of this article, the Executive Director shall convene a session of the Council to review such decision. Notwithstanding the provisions of paragraph 4 of article 14, the Council shall meet within seven days after the date of restriction or suspension and shall, by special vote, confirm or cancel such restriction or suspension. If the Council cannot come to a decision at that session, buffer stock operations shall be resumed without any restriction imposed under this article.

Article 38

Penalties relating to contributions to the Buffer Stock Account

1. If a member does not fulfil its obligation to contribute to the Buffer Stock Account by the date such contribution becomes due, it shall be considered to be in arrears. A member in arrears for 60 days or more shall not count as a member for the purpose of voting on matters covered in paragraph 2 of this article.

2. The voting and other rights in the Council of a member in arrears for 60 days or more under paragraph 1 of this article shall be suspended, unless the Council, by special vote, decides otherwise.

3. A member in arrears shall bear interest charges at the prime rate in the host country beginning on the day such payments become due, unless these arrears are met by borrowing by the Council under article 8, in which case that member in arrears shall bear the interest costs associated with such borrowing. Coverage of arrears by the remaining importing and exporting members shall be on a voluntary basis.

4.. When the default has been remedied to the satisfaction of the Council, the voting and other rights of the member in arrears for 60 days or more shall be restored. If the arrears have been made good by other members, these members shall be fully reimbursed.

Article 39

Adjustments of contributions to the Buffer Stock Account

1. When the votes are redistributed at the first session in each financial year the Council shall make the necessary adjustment of each member's contribution to the Buffer Stock Account in accordance with the provisions of this article. For this purpose, the Executive Director shall determine:

(a) the net contribution of each member, by subtracting refunds of contributions to that member in accordance with paragraph 2 of this article from the sum of all contributions made by that member since the entry into force of this Agreement;

(b) total net contributions, by summing the net contributions of all members; and

(c) the revised net contribution for each member, by apportioning the total net contributions among members on the basis of each member's revised voting share in the Council pursuant to article 15, subject to paragraph 3 of article 28, provided that the voting share of each member shall, for the purpose of this article, be calculated without regard to the suspension of any member's voting rights or any redistribution of votes resulting therefrom.

Where a member's net contribution exceeds its revised net contribution, a refund of the difference shall be made to that member from the Buffer Stock Account. Where a member's revised net contribution exceeds its net contribution, a payment of the difference shall be made by that member to the Buffer Stock Account.

2. If the Council, having regard to paragraphs 2 and 3 of article 29, decides that there are net contributions in excess of funds required to support buffer stock operations within the next four months, the Council shall refund such excess net contributions less initial contributions unless it decides, by special vote, either to make no such refund or to refund a smaller amount. Members' shares of the amount to be refunded shall be in proportion to their net cash contributions.

3. At the request of a member, the refund to which it is entitled may be retained in the Buffer Stock Account. If a member requests that its refund be retained in the Buffer Stock Account, this amount shall be credited against any additional contribution requested in accordance with article 29.

4. The Executive Director shall immediately notify members of any required payments or refunds resulting from adjustments made in accordance with paragraphs 1 and 2 of this article. Such payments by members or refunds to members shall be made within 60 days from the date the Executive Director issues such notification.

5. In the event that the amount of cash in the Buffer Stock Account, after repayment of borrowing, if any, exceeds the value of total net contributions paid by members, such surplus funds shall be distributed upon termination of this Agreement.

Article 40

The Buffer Stock and changes in exchange rates

1. In the event that the exchange rate between the Malaysian ringgit/Singapore dollar and the currencies of the major natural rubber exporting and importing members changes to the extent that the operations of the Buffer Stock are significantly affected, the Executive Director shall, in accordance with article 37, or members may, in accordance with article 14, call for a special session of the Council. The Council shall meet within 10 days to confirm or cancel measures already taken by the Executive Director pursuant to article 37, and may, by special vote, decide to take appropriate measures, including the possibility of revising the price range, pursuant to the principles of the first sentences of paragraphs 1 and 6 of article 32.

2. The Council shall, by special vote, establish a procedure to determine a significant change in the parities of these currencies for the sole purpose of ensuring the timely convening of the Council.

3. In the event that there is a divergency between the Malaysian ringgit and the Singapore dollar to the extent that buffer stock operations are significantly affected, the Council shall meet to review the situation and may consider the adoption of a single currency.

Article 41

Liquidation procedures for the Buffer Stock Account

1. On termination of this Agreement, the Buffer Stock Manager shall estimate the total expense of liquidating or transferring to a new international natural rubber agreement the assets of the Buffer Stock Account in accordance with the provisions of this article, and shall reserve that amount in a separate account. If these balances are inadequate, the Buffer Stock Manager shall sell a sufficient quantity of natural rubber in the Buffer Stock to provide the additional sum required.

2. Each member's share in the Buffer Stock Account shall be calculated as follows:

(a) the value of the Buffer Stock shall be the value of the total quantity of natural rubber of each type/grade therein, calculated at the lowest of the current prices of the respective types/grades on markets referred to in article 33 during the 30 market days preceding the date of termination of this Agreement;

(b) the value of the Buffer Stock Account shall be the value of the Buffer Stock plus the cash assets of the Buffer Stock Account on the date of the termination of this Agreement less any amount reserved under paragraph 1 of this article;

(c) each member's net contribution shall be the sum of its contributions throughout the duration of this Agreement less all refunds made under article 39;

(d) if the value of the Buffer Stock Account is either greater or less than total net contributions, the surplus or deficit, as the case may be, shall be allocated among members in proportion to each member's time-weighted net contribution share under this Agreement;

(e) each member's share in the Buffer Stock Account shall comprise its net contribution, reduced or increased by its shares in deficits or surpluses in the Buffer Stock Account, and reduced by its share of liability, if any, for outstanding loans drawn by the Council on that member's behalf.

3. If this Agreement is to be immediately replaced with a new international natural rubber agreement, the Council shall, by special vote, adopt procedures to ensure efficient transfer to the new agreement, as required by that agreement, of shares in the Buffer Stock Account of members which intend to participate in the new agreement. Any member which does not wish to participate in the new agreement shall be entitled to the payment of its share:

(a) from available cash in proportion to its percentage share of the total net contributions to the Buffer Stock Account, within two months; and

(b) from the net proceeds from the disposal of the buffer stocks, by way of orderly sales or by way of transfer to the new international natural rubber agreement at current market prices, which must be concluded within 12 months;

unless the Council decides, by special vote, to increase payments under subparagraph (a) of this paragraph.

4. If this Agreement terminates without being replaced by a new international natural rubber agreement which provides for a buffer stock, the Council shall, by special vote, adopt procedures to govern orderly disposal of the Buffer Stock within the maximum period specified in paragraph 7 of article 67, subject to the following constraints:

(a) no further purchases of natural rubber shall be made;

(b) the Organization shall incur no new expenses except those necessary to dispose of the Buffer Stock.

5. Subject to an election by any member to take natural rubber in accordance with paragraph 6 of this article, any cash which remains in the Buffer Stock Account shall be forthwith distributed to members in proportion to their shares as determined in paragraph 2 of this article.

6. In lieu of all or part of a cash payment, each member may elect to take its share in the assets of the Buffer Stock Account in natural rubber, subject to procedures adopted by the Council.

7. The Council shall adopt appropriate procedures for adjustment and payment of members' shares in the Buffer Stock Account. This adjustment shall account for:

(a) any discrepancy between the price of natural rubber specified in subparagraph (a) of paragraph 2 of this article and the prices at which part or all of the Buffer Stock is sold pursuant to procedures for disposal of the Buffer Stock; and

(b) the difference between estimated and actual liquidation expenses.

8. The Council shall, within 30 days following final transactions of the Buffer Stock Account, meet to effect final settlement of accounts among members within 30 days thereafter.

CHAPTER IX - RELATIONSHIP WITH THE COMMON FUND

Article 42

Relationship with the Common Fund

When the Common Fund becomes operational, the Council shall take full advantage of the facilities of the Common Fund according to the principles set out therein. The Council shall for this purpose negotiate with the Common Fund mutually acceptable terms and modalities for an association agreement to be signed with the Common Fund.

CHAPTER X - SUPPLY MEASURES

Article 43

Supply availability

1. Exporting members to the fullest extent possible undertake to pursue policies and programmes which ensure continuous availability to consumers of natural rubber supplies.

2. Exporting members shall continue to seek to upgrade natural rubber and to achieve uniformity in quality specifications and presentation of natural rubber, in accordance with technological and market developments.

3. In the event of a potential shortage of natural rubber developing, the Council may make recommendations to relevant members on possible appropriate steps to ensure as rapid an increase as possible in natural rubber supplies.

Article 44

Other measures

1. With a view to achieving the objectives of this Agreement, the Council shall identify and propose appropriate measures and techniques directed towards promoting the development of the natural rubber economy by producing members through expanded and improved production, productivity and marketing, thereby increasing the export earnings of producing members while at the same time improving the reliability of supply.

2. For this purpose, the Committee on Other Measures shall undertake economic and technical analyses in order to identify:

(a) natural rubber research and development programmes and projects of benefit to exporting and importing members, including scientific research in specific areas;

(b) programmes and projects to improve the productivity of the natural rubber industry;

(c) ways and means to upgrade natural rubber supplies and achieve uniformity in quality specification and presentation of natural rubber; and

(d) methods of improving the processing, marketing and distribution of raw natural rubber.

3. The Council shall consider the financial implications of such measures and techniques and seek to promote and facilitate the provision of adequate financial resources, as appropriate, from such sources as international financial institutions and the Second Account of the Common Fund when established.

4. The Council may make recommendations, as appropriate, to members, international institutions and other organizations to promote the implementation of specific measures under this article.

5. The Committee on Other Measures shall periodically review the progress of those measures which the Council decides to promote and recommend, and shall report thereon to the Council.

CHAPTER XI - CONSULTATION ON DOMESTIC POLICIES

Article 45

Consultation

The Council shall consult, at the request of any member, on government natural rubber policies directly affecting supply or demand. The Council may submit its recommendations to members for their consideration.

CHAPTER XII - STATISTICS, STUDIES AND INFORMATION

Article 46

Statistics and information

1. The Council shall collect, collate and as necessary publish such statistical information on natural rubber and related areas as is necessary for the satisfactory operation of this Agreement.

2. Members shall promptly and to the fullest extent possible furnish to the Council available data concerning production, consumption and international trade in natural rubber by specific grades.

3. The Council may also request members to furnish other information, including information on related areas, which may be required for the satisfactory operation of this Agreement.

4. Members shall furnish all the above-mentioned statistics and information within a reasonable time to the fullest extent possible not inconsistent with their national legislation.

5. The Council shall establish close relationships with appropriate international organizations, including the International Rubber Study Group, and with commodity exchanges in order to help ensure the availability of recent and reliable data on production, consumption, stocks, international trade and prices of natural rubber, and other factors that influence demand and supply of natural rubber.

6. The Council shall endeavour to ensure that no information published shall prejudice the confidentiality of the operations of persons or companies producing, processing or marketing natural rubber or related products.

Article 47

Annual assessment, estimates and studies

1. The Council shall prepare and publish an annual assessment on the world natural rubber situation and related areas in the light of the information supplied by members and from all relevant intergovernmental and international organizations.

2. At least once in every half year, the Council shall also estimate production, consumption, exports and imports of natural rubber of all types and grades for the following six months. It shall inform the members of these estimates.

3. The Council shall undertake, or make appropriate arrangements to undertake, studies of trends in natural rubber production, consumption, trade, marketing and prices, as well as of the short-term and long-term problems of the world natural rubber economy.

Article 48

Annual review

1. The Council shall annually review the operation of this Agreement in the light of the objectives set out in article 1. It shall inform members of the results of the review.

2. The Council may then formulate recommendations to members, and thereafter take measures within its competence to improve the effectiveness of the operation of this Agreement.

CHAPTER XIII - MISCELLANEOUS

Article 49

General obligations of members

1. Members shall for the duration of this Agreement use their best endeavours and co-operate to promote the attainment of the objectives of this Agreement and shall not take any action in contradiction to those objectives.

2. Members shall in particular seek to improve the conditions of the natural rubber economy and to encourage the production and use of natural rubber in order to promote the growth and the modernization of the natural rubber economy for the mutual benefit of producers and consumers.

3. Members shall accept as binding all decisions of the Council under this Agreement and will not implement measures which would have the effect of limiting or running counter to those decisions.

Article 50

Obstacles to trade

1. The Council shall, in accordance with the annual assessment of the world natural rubber situation referred to in article 47, identify any obstacles to the expansion of trade in natural rubber in its raw, semi-processed or modified forms.

2. The Council may, in order to further the purposes of this article, make recommendations to members to seek in appropriate international fora mutually acceptable practical measures designed to remove progressively, and where possible eliminate, such obstacles. The Council shall periodically examine the results of such recommendations.

Article 51

Transportation and market structure of natural rubber

The Council should encourage and facilitate the promotion of reasonable and equitable freight rates and improvements in the transport system, so as to provide regular supplies to markets and to effect savings in the cost of the products marketed.

Article 52

Differential and remedial measures

Developing importing members, and least developed countries which are members, whose interests are adversely affected by measures taken under this Agreement may apply to the Council for appropriate differential and remedial

measures. The Council shall consider taking such appropriate measures in accordance with paragraphs 3 and 4 of section III of resolution 93 (IV) of the United Nations Conference on Trade and Development.

Article 53

Relief from obligations

1. Where it is necessary on account of exceptional circumstances or emergency or force majeure not expressly provided for in this Agreement, the Council may, by special vote, relieve a member of an obligation under this Agreement if it is satisfied by an explanation from that member regarding the reasons why the obligation cannot be met.

2. The Council, in granting relief to a member under paragraph 1 of this article, shall state explicitly the terms and conditions on which, and the period for which, the member is relieved of such obligation, and the reasons for which the relief is granted.

Article 54

Fair labour standards

Members declare that they will endeavour to maintain labour standards designed to improve the levels of living of labour in their respective natural rubber sectors.

CHAPTER XIV - COMPLAINTS AND DISPUTES

Article 55

Complaints

1. Any complaint that a member has failed to fulfil its obligations under this Agreement shall, at the request of the member making the complaint, be referred to the Council, which, subject to prior consultation with the members concerned, shall take a decision on the matter.

2. Any decision by the Council that a member is in breach of its obligations under this Agreement shall specify the nature of the breach.

3. Whenever the Council, whether as the result of a complaint or otherwise, finds that a member has committed a breach of this Agreement, it may, by special vote, and without prejudice to such other measures as are specifically provided for in other articles of this Agreement:

(a) Suspend that member's voting rights in the Council and, if it deems necessary, suspend any other rights of such member, including that of holding office in the Council or in any committee established under article 19, and of being eligible for membership of such committees, until it has fulfilled its obligations; or

(b) Take action under article 65, if such breach significantly impairs the operation of this Agreement.

Article 56

Disputes

1. Any dispute concerning the interpretation or application of this Agreement which is not settled among the members involved shall, at the request of any member party to the dispute, be referred to the Council for decision.

2. In any case where a dispute has been referred to the Council under paragraph 1 of this article, a majority of members holding at least one third of the total votes may require the Council, after discussion, to seek the opinion of an advisory panel constituted under paragraph 3 of this article on the issue in dispute before giving its decision.

3. (a) Unless the Council, by special vote, decides otherwise, the advisory panel shall consist of five persons as follows:

(i) two persons, one having wide experience in matters of the kind in dispute and the other having legal standing and experience, nominated by the exporting members;

(ii) two such persons nominated by the importing members; and

(iii) a chairman selected unanimously by the four persons nominated under (i) and (ii) of this subparagraph or, if they fail to agree, by the Chairman of the Council.

(b) Nationals of members and of non-members shall be eligible to serve on the advisory panel.

(c) Persons appointed to the advisory panel shall act in their personal capacities and without instructions from any government.

(d) The expenses of the advisory panel shall be paid by the Organization.

4. The opinion of the advisory panel and the reasons therefor shall be submitted to the Council which, after considering all the relevant information, shall, by special vote, decide the dispute.

CHAPTER XV - FINAL PROVISIONS

Article 57

Signature

This Agreement shall be open for signature at United Nations Headquarters from 2 January to 30 June 1980 inclusive by the Governments invited to the United Nations Conference on Natural Rubber, 1978.

Article 58

Depositary

The Secretary-General of the United Nations is hereby designated as the depositary of this Agreement.

Article 59

Ratification, acceptance and approval

1. This Agreement shall be subject to ratification, acceptance or approval by the signatory Governments in accordance with their respective constitutional or institutional procedures.

2. Instruments of ratification, acceptance or approval shall be deposited with the depositary not later than 30 September 1980. The Council may, however, grant extensions of time to signatory Governments which have been unable to deposit their instruments by that date.

3. Each Government depositing an instrument of ratification, acceptance or approval shall, at the time of such deposit, declare itself to be an exporting member or an importing member.

Article 60

Notification of provisional application

1. A signatory Government which intends to ratify, accept or approve this Agreement, or a Government for which the Council has established conditions for accession but which has not yet been able to deposit its instrument, may at any time notify the depositary that it will fully apply this Agreement provisionally, either when it enters into force in accordance with article 61, or if it is already in force, at a specified date.

2. Notwithstanding the provisions of paragraph 1 of this article, a Government may provide in its notification of provisional application that it will apply this Agreement only within the limitations of its constitutional and/or legislative procedures. However, such Government shall meet all its financial obligations pertaining to the Administrative Account. The provisional membership of

a Government which notifies in this manner shall not exceed 18 months from the provisional entry into force of this Agreement. In case of the need for a call-up of funds for the Buffer Stock Account within the 18-month period, the Council shall decide on the status of a Government holding provisional membership under this paragraph.

Article 61

Entry into force

1. This Agreement shall enter into force definitively on 1 October 1980 or on any date thereafter, if by that date Governments accounting for at least 80 per cent of net exports as set out in annex A to this Agreement, and Governments accounting for at least 80 per cent of net imports as set out in annex B to this Agreement have deposited their instruments of ratification, acceptance, approval or accession, or have assumed full financial commitment to this Agreement.

2. This Agreement shall enter into force provisionally on 1 October 1980, or on any date within two years thereafter, if by that date Governments accounting for at least 65 per cent of net exports as set out in annex A to this Agreement, and Governments accounting for at least 65 per cent of net imports as set out in annex B to this Agreement, have deposited their instruments of ratification, acceptance or approval, or have notified the depository under article 60 that they will apply this Agreement provisionally. The Agreement shall remain in force provisionally up to a maximum of 18 months, unless it enters into force definitively under paragraph 1 of this article or the Council decides otherwise in accordance with paragraph 4 of this article.

3. If this Agreement does not come into force provisionally under paragraph 2 of this article within two years from 1 October 1980, the Secretary-General of the United Nations shall invite, at the earliest time he considers practicable after that date, the Governments which have deposited instruments of ratification, acceptance, approval or accession, or have notified him that they will apply this Agreement provisionally, and all others which participated in the United Nations Conference on Natural Rubber, 1978, to meet with a view to recommending whether or not those Governments in a position to do so should take the necessary steps to put this Agreement provisionally or definitively into force among themselves in whole or in part. If no conclusion is reached at this meeting, the Secretary-General may convene such further meetings as he considers appropriate.

4. If the requirements for definitive entry into force of this Agreement under paragraph 1 of this article have not been met within 18 calendar months of the Agreement's provisional entry into force under paragraph 2 of this article, the Secretary-General of the United Nations shall, at the earliest time he considers practicable, but before the end of the 18-month period mentioned above, convene those Governments which have deposited instruments of ratification, acceptance, approval or accession, or have notified him that they will apply this Agreement provisionally, and all others which participated in the United Nations Conference on Natural Rubber, 1978, to meet to review the future of this Agreement. Taking into account the recommendations of the meeting convened by the Secretary-General of the United Nations, the Council shall meet to decide the future of this Agreement. The Council shall, by special vote, then decide:

(a) to put this Agreement definitively into force among the current members in whole or in part;

(b) to keep this Agreement provisionally in force among the current members in whole or in part for an additional year; or

(c) to renegotiate this Agreement.

If no decision is reached by the Council, this Agreement shall terminate at the expiry of the 18-month period.

5. For any Government that deposits its instrument of ratification, acceptance, approval or accession after the entry into force of this Agreement, it shall enter into force for that Government on the date of such deposit.

6. The Secretary-General of the United Nations shall convene the first session of the Council as soon as possible after the entry into force of this Agreement.

Article 62

Accession

1. This Agreement shall be open for accession by the Governments of all States upon conditions established by the Council, which shall include a time limit for the deposit of instruments of accession. The Council may, however, grant extensions of time to Governments which are unable to deposit their instruments of accession by the time limit set in the conditions of accession.

2. Accession shall be effected by the deposit of an instrument of accession with the depositary.

Article 63

Amendments

1. The Council may, by special vote, recommend amendments of this Agreement to the members.

2. The Council shall fix a date by which members shall notify the depositary of their acceptance of the amendment.

3. An amendment shall enter into force 90 days after the depositary has received notifications of acceptance from members constituting at least two thirds of the exporting members and accounting for at least 85 per cent of the votes of the exporting members, and from members constituting at least two thirds of the importing members and accounting for at least 85 per cent of the votes of the importing members.

4. After the depositary informs the Council that the requirements for entry into force of the amendment have been met, and notwithstanding the provisions of paragraph 2 of this article relating to the date fixed by the Council, a member may still notify the depositary of its acceptance of the amendment, provided that such notification is made before the entry into force of the amendment.

5. Any member which has not notified its acceptance of an amendment by the date on which such amendment enters into force shall cease to be a contracting party as from that date, unless such member has satisfied the Council that its acceptance could not be obtained in time owing to difficulties in completing its constitutional or institutional procedures, and the Council decides to extend for that member the period for acceptance of the amendment. Such member shall not be bound by the amendment before it has notified its acceptance thereof.

6. If the requirements for the entry into force of the amendment have not been met by the date fixed by the Council in accordance with paragraph 2 of this article, the amendment shall be considered withdrawn.

Article 64

Withdrawal

1. A member may withdraw from this Agreement at any time after the entry into force of this Agreement by giving notice of withdrawal to the depositary. That member shall simultaneously inform the Council of the action it has taken.

2. One year after its notice is received by the depository, that member shall cease to be a contracting party to this Agreement.

Article 65

Exclusion

If the Council decides that any member is in breach of its obligations under this Agreement and decides further that such breach significantly impairs the operation of this Agreement, it may, by special vote, exclude that member from this Agreement. The Council shall immediately so notify the depositary. One year after the date of the Council's decision, that member shall cease to be a contracting party to this Agreement.

Article 66

Settlement of accounts with withdrawing or excluded members or members unable to accept an amendment

1. In accordance with this article, the Council shall determine any settlement of accounts with a member which ceases to be a contracting party to this Agreement owing to:

(a) non-acceptance of an amendment to this Agreement pursuant to article 63;

(b) withdrawal from this Agreement pursuant to article 64; or

(c) exclusion from this Agreement pursuant to article 65.

2. The Council shall retain any contribution paid to the Administrative Account by a member which ceases to be a contracting party to this Agreement.

3. The Council shall refund the share in the Buffer Stock Account in accordance with article 41 to a member which ceases to be a contracting party owing to non-acceptance of an amendment to this Agreement, withdrawal or exclusion, less its share in any surpluses.

(a) Such refund to a member which ceases to be a contracting party owing to non-acceptance of an amendment to this Agreement shall be made one year after the amendment concerned enters into force.

(b) Such refund to a member which withdraws shall be made within 60 days after that member ceases to be a contracting party to this Agreement, unless as a result of this withdrawal the Council decides to terminate this Agreement under paragraph 6 of article 67 prior to such a refund, in which case the provisions of article 41 and paragraph 7 of article 67 shall apply.

(c) Such refund to a member which is excluded shall be made within 60 days after a member ceases to be a contracting party to this Agreement.

4. In the event that the Buffer Stock Account is unable to settle the payment in cash due under subparagraph (a), (b) or (c) of paragraph 3 of this article without either undermining the viability of the Buffer Stock Account or leading to a call-up of additional contributions from members to cover such refunds, payment shall be deferred until the requisite amount of natural rubber in the Buffer Stock can be sold at or above the upper intervention price. In the event that, before the end of the one-year period specified in article 64, the Council informs a withdrawing member that payment will have to be deferred in accordance with this paragraph, the period of one year between notification of intention to withdraw and the actual withdrawal may, if the withdrawing member so wishes, be extended until such time as the Council informs that member that payment of its share can be effected within 60 days.

5. A member which has received an appropriate refund under this article shall not be entitled to any share of the proceeds of liquidation of the Organization. Nor shall such a member be liable for any deficit incurred by the Organization after such refund has been made.

Article 67

Duration, extension and termination

1. This Agreement shall remain in force for a period of five years after its entry into force, unless extended under paragraph 2, 3 or 4 of this article or terminated under paragraph 5 or 6 thereof.

2. Before the expiry of the five-year period referred to in paragraph 1 of this article, the Council may, by special vote, decide to extend this Agreement for a period not exceeding two years and/or to renegotiate it. The Council shall notify the depositary of any such decisions.

3. If, before the expiry of the five-year period referred to in paragraph 1 of this article, negotiations for a new agreement to replace this Agreement have not yet been concluded, the Council may, by special vote, extend this Agreement for a period not exceeding two years. The Council shall notify the depositary of any such extension.

4. If, before the expiry of the five-year period referred to in paragraph 1 of this article, a new agreement to replace this Agreement has been negotiated but has not yet entered into force either definitively or provisionally, the Council may, by special vote, extend this Agreement until the provisional or definitive entry into force of the new agreement, provided that this extension shall not exceed two years. The Council shall notify the depositary of any such extension.

5. If a new international natural rubber agreement is negotiated and enters into force during any period of extension of this Agreement pursuant to paragraph 2, 3 or 4 of this article, this Agreement, as extended, shall terminate upon the entry into force of the new agreement.

6. The Council may at any time, by special vote, decide to terminate this Agreement with effect from such date as it may determine. The Council shall notify the depositary of any such decision.

7. Notwithstanding the termination of this Agreement, the Council shall continue in being for a period not exceeding three years to carry out the liquidation of the Organization, including the settlement of accounts, and the disposal of assets in accordance with the provisions of article 41 and subject to relevant decisions to be taken by special vote, and shall have during that period such powers and functions as may be necessary for these purposes.

Article 68

Reservations

Reservations may not be made with respect to any of the provisions of this Agreement.

Article 69

Authentic texts of this Agreement

The texts of this Agreement in the Chinese, English, French, Russian and Spanish languages shall be equally authentic.

IN WITNESS WHEREOF the undersigned, having been duly authorized to this effect by their respective Governments, have signed this Agreement on the dates appearing opposite their signatures.

DONE at Geneva, this sixth day of October, one thousand nine hundred and seventy-nine.

Annex A

Shares of individual exporting countries in total net exports of countries participating in the United Nations Conference on Natural Rubber as established for the purposes of article 61

	per cent[a]
Bolivia	0.081
Cameroon	0.514
India	0.199
Indonesia	25.387
Liberia	2.551
Malaysia	48.218
Nigeria	1.313
Papua-New-Guinea	0.150
Philippines	0.018
Singapore	4.406
Sri Lanka	4.367
Thailand	12.004
Zaire	0.792
Total	100.000

a/ Shares are percentages of total net exports of natural rubber in the five-year period 1974 to 1978.

Annex B

Shares of individual importing countries and groups of countries in total net imports of countries participating in the United Nations Conference on Natural Rubber as established for the purposes of article 61

	per cent[a/]
Algeria	0.081
Australia	1.467
Austria	0.683
Brazil	1.836
Bulgaria	0.394
Canada	2.934
China	7.707
Czechoslovakia	1.810
Ecuador	0.050
Egypt	0.097
EEC	23.283
Belgium/Luxembourg	0.772
Denmark	0.171
France	5.428
Germany, Federal Republic of	6.435
Ireland	0.273
Italy	4.150
Netherlands	0.733
United Kingdom	5.321
Iraq	0.051
Finland	0.226
German Democratic Republic	1.258
Ghana	0.141
Guatemala	0.070
Hungary	0.534
Japan	10.780
Madagscar	0.000
Malta	0.000
Mexico	1.325

	per cent[a]
Morocco	0.150
New Zealand	0.291
Norway	0.094
Panama	0.000
Peru	0.225
Poland	1.980
Republic of Korea	3.189
Romania	1.529
Somalia	0.000
Spain	3.178
Sweden	0.439
Switzerland	0.122
Syrian Arab Republic	0.014
Tunisia	0.008
Turkey	0.758
Union of Soviet Socialist Republics	7.148
United States	24.756
Uruguay	0.117
Venezuela	0.306
Yugoslavia	0.969
Total	100.000

a/ Shares are percentages of total net imports of natural rubber in the three year period 1976, 1977 and 1978.

Annex C

Cost of the Buffer Stock as estimated by the Chairman of the United Nations Conference on Natural Rubber, 1978

In normal circumstances the cost of acquiring and operating a Buffer Stock of 550,000 tonnes might be calculated by multiplying this figure by the lower trigger action price of 168 Malaysian/Singapore cents per kilogramme and adding a further 10 per cent thereof.

ACCORD INTERNATIONAL DE 1979 SUR LE CAOUTCHOUC NATUREL

NATIONS UNIES

1979

TIAS 10379

PREAMBULE

Les parties contractantes,

Rappelant la Déclaration et le Programme d'action concernant l'instauration d'un nouvel ordre économique international */,

Reconnaissant en particulier l'importance des résolutions 93 (IV) et 124 (V) relatives au programme intégré pour les produits de base que la Conférence des Nations Unies sur le commerce et le développement a adoptées à ses quatrième et cinquième sessions,

Reconnaissant l'importance que le caoutchouc naturel présente pour l'économie des membres, plus spécialement pour les exportations dans le cas des membres exportateurs et pour l'approvisionnement dans celui des membres importateurs,

Reconnaissant en outre que la stabilisation des cours du caoutchouc naturel servira les intérêts des producteurs, des consommateurs et des marchés du caoutchouc naturel, et qu'un accord international sur le caoutchouc naturel peut contribuer beaucoup à la croissance et au développement de l'industrie du caoutchouc naturel dans l'intérêt tant des producteurs que des consommateurs,

Sont convenues de ce qui suit :

*/ Résolutions 3201 (S-VI) et 3202 (S-VI) de l'Assemblée générale, du 1er mai 1974.

CHAPITRE PREMIER - OBJECTIFS

Article premier

Objectifs

Les objectifs de l'Accord international de 1979 sur le caoutchouc naturel (ci-après dénommé " le présent Accord"), en vue d'atteindre les objectifs pertinents adoptés par la Conférence des Nations Unies sur le commerce et le développement dans ses résolutions 93 (IV) et 124 (V) relatives au programme intégré pour les produits de base, sont, entre autres, les suivants :

a) Assurer une croissance équilibrée de l'offre et de la demande de caoutchouc naturel, contribuant ainsi à atténuer les graves difficultés que des excédents ou des pénuries de caoutchouc naturel pourraient créer;

b) Assurer la stabilité du commerce du caoutchouc naturel en évitant les fluctuations excessives des prix du caoutchouc naturel, qui nuisent aux intérêts à long terme à la fois des producteurs et des consommateurs, et en stabilisant ces prix sans fausser les tendances à long terme du marché, dans l'intérêt des producteurs et des consommateurs;

c) Aider à stabiliser les recettes que les membres exportateurs tirent de l'exportation du caoutchouc naturel, et accroître leurs recettes par une augmentation des quantités de caoutchouc naturel exportées à des prix équitables et rémunérateurs, contribuant ainsi à donner les encouragements nécessaires à un accroissement dynamique de la production et les ressources permettant une croissance économique et un progrès social accélérés;

d) Chercher à assurer des approvisionnements en caoutchouc naturel qui soient suffisants pour répondre, à des prix équitables et raisonnables, aux besoins des membres importateurs, et renforcer la sécurité et la régularité de ces approvisionnements;

e) Prendre les mesures possibles, en cas d'excédent ou de pénurie de caoutchouc naturel, pour atténuer les difficultés économiques que les membres pourraient rencontrer;

f) Chercher à accroître le commerce international du caoutchouc naturel et des produits transformés qui en sont dérivés, et à améliorer leur accès au marché;

g) Améliorer la compétitivité du caoutchouc naturel en encourageant la recherche-développement sur les problèmes de ce produit;

h) Encourager le développement effectif de l'économie du caoutchouc naturel en cherchant à faciliter et à promouvoir des améliorations dans le traitement, la commercialisation et la distribution du caoutchouc naturel à l'état brut;

i) Favoriser la coopération internationale et des consultations dans le domaine du caoutchouc naturel, au sujet des questions influant sur l'offre et la demande, et faciliter la promotion et la coordination des programmes de recherche, des programmes d'assistance et autres programmes concernant ce produit.

CHAPITRE II - DEFINITIONS

Article 2

Définitions

Aux fins du présent Accord :

1) Par "caoutchouc naturel", il faut entendre l'élastomère non vulcanisé, sous forme solide ou liquide, provenant de l'Hevea brasiliensis et de toute autre plante que le Conseil peut désigner aux fins du présent Accord.

2) Par "partie contractante", il faut entendre un gouvernement, ou un organisme intergouvernemental visé à l'article 5, qui a accepté d'être lié par le présent Accord à titre provisoire ou définitif.

3) Par "membre", il faut entendre une partie contractante définie à la rubrique 2) du présent article.

4) Par "membre exportateur", il faut entendre un membre qui exporte du caoutchouc naturel et qui s'est déclaré lui-même membre exportateur, sous réserve de l'assentiment du Conseil.

5) Par "membre importateur", il faut entendre un membre qui importe du caoutchouc naturel et qui s'est déclaré lui-même membre importateur, sous réserve de l'assentiment du Conseil.

6) Par "Organisation", il faut entendre l'Organisation internationale du caoutchouc naturel visée à l'article 3.

7) Par "Conseil", il faut entendre le Conseil international du caoutchouc naturel visé à l'article 6.

8) Par "vote spécial", il faut entendre un vote requérant les deux tiers au moins des suffrages exprimés par les membres exportateurs présents et votants et les deux tiers au moins des suffrages exprimés par les membres importateurs présents et votants, comptés séparément, à condition que ces suffrages soient exprimés par la moitié au moins des membres de chaque catégorie présents et votants.

9) Par "exportations de caoutchouc naturel", il faut entendre le caoutchouc naturel qui quitte le territoire douanier d'un membre, et par "importations de caoutchouc naturel", le caoutchouc naturel qui entre sur le territoire douanier d'un membre, étant entendu que, aux fins des présentes définitions, le territoire douanier d'un membre qui se compose de deux ou plusieurs territoires douaniers est réputé être constitué par ses territoires douaniers combinés.

10) Par "vote à la majorité simple répartie", il faut entendre un vote requérant plus de la moitié du total des suffrages exprimés par les membres exportateurs présents et votants et plus de la moitié du total des suffrages exprimés par les membres importateurs présents et votants, comptés séparément.

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11) Par "monnaies librement utilisables", il faut entendre le deutsche mark, le dollar des Etats-Unis, le franc français, la livre sterling et le yen japonais.

12) Par "exercice", il faut entendre la période allant du 1er janvier au 31 décembre inclusivement.

13) Par "entrée en vigueur", il faut entendre la date à laquelle le présent Accord entre en vigueur à titre provisoire ou définitif, conformément à l'article 61.

14) Par "tonne", il faut entendre une tonne métrique, c'est-à-dire 1 000 kilogrammes.

15) Par "promesse de garantie gouvernementale", il faut entendre les obligations financières à l'égard du Conseil que les membres ont souscrites à titre de sûreté pour le financement du stock régulateur d'urgence et dont le Conseil peut demander l'exécution pour faire face à ses obligations financières conformément à l'article 28; les membres sont responsables uniquement à l'égard du Conseil, et ce à concurrence du montant de leur promesse de garantie.

16) Par "cent de Malaisie/Singapour", il faut entendre la moyenne du sen malaisien et du cent de Singapour aux taux de change du moment.

17) Par "contribution nette d'un membre pondérée par un coefficient temps", il faut entendre le montant net de ses contributions pondéré par le nombre d'années où il a été membre de l'Organisation.

CHAPITRE III - ORGANISATION ET ADMINISTRATION

Article 3

Création, siège et structure de l'Organisation internationale du caoutchouc naturel

1. Il est créé une Organisation internationale du caoutchouc naturel chargée d'assurer la mise en oeuvre des dispositions du présent Accord et d'en superviser le fonctionnement.

2. L'Organisation exerce ses fonctions par l'intermédiaire du Conseil international du caoutchouc naturel, de son Directeur exécutif et de son personnel, ainsi que des autres organes prévus dans le présent Accord.

3. A sa première session, le Conseil, par un vote spécial, décidera que l'Organisation a son siège à Kuala Lumpur ou à Londres.

4. Le siège de l'Organisation doit toujours être situé sur le territoire d'un membre.

Article 4

Membres de l'Organisation

1. Il est institué deux catégories de membres, à savoir :

a) les exportateurs, et

b) les importateurs.

2. Le Conseil fixe les conditions régissant le passage d'un membre d'une catégorie à l'autre telles que celles-ci sont définies au paragraphe 1 du présent article, compte dûment tenu des dispositions des articles 25 et 28. Un membre qui satisfait à ces conditions peut changer de catégorie, sous réserve que le Conseil donne son accord par un vote spécial.

3. Chaque partie contractante constitue un seul membre de l'Organisation.

Article 5

Participation d'organismes intergouvernementaux

1. Toute mention d'un "Gouvernement" ou de "Gouvernements" dans le présent Accord est réputée valoir aussi pour la Communauté économique européenne et pour tout organisme intergouvernemental ayant des responsabilités dans la négociation, la conclusion et l'application d'accords internationaux, en particulier d'accords sur des produits de base. En conséquence, toute mention, dans le présent Accord, de la signature, de la ratification, de l'acceptation ou de l'approbation, ou de la notification de l'application de l'Accord à titre provisoire, ou de l'adhésion est, dans le cas de ces organismes intergouvernementaux, réputée valoir aussi pour la signature, la ratification, l'acceptation ou l'approbation, ou pour la notification de l'application de l'Accord à titre provisoire, ou pour l'adhésion, par ces organismes intergouvernementaux.

2. En cas de vote sur des questions relevant de leur compétence, lesdits organismes intergouvernementaux exercent leurs droits de vote avec un nombre de voix égal au nombre total de voix attribuées, conformément à l'article 15, à leurs Etats membres.

CHAPITRE IV - LE CONSEIL INTERNATIONAL DU CAOUTCHOUC NATUREL

Article 6

Composition du Conseil international du caoutchouc naturel

1. L'autorité suprême de l'Organisation est le Conseil international du caoutchouc naturel, qui se compose de tous les membres de l'Organisation.

2. Chaque membre est représenté au Conseil par un seul représentant et peut désigner des suppléants et des conseillers pour assister aux sessions du Conseil.

3. Un suppléant est habilité à agir et à voter au nom du représentant en l'absence de celui-ci ou en des circonstances exceptionnelles.

Article 7

Pouvoirs et fonctions du Conseil

1. Le Conseil exerce tous les pouvoirs et s'acquitte, ou veille à l'accomplissement, de toutes les fonctions qui sont nécessaires à l'application des dispositions du présent Accord.

2. Le Conseil, par un vote spécial, adopte les règlements qui sont nécessaires à l'application des dispositions du présent Accord et qui sont compatibles avec celles-ci. Ces règlements comprennent son règlement intérieur et celui des comités institués en application de l'article 19, les règles de gestion et de fonctionnement du stock régulateur, le règlement financier de l'Organisation et le statut du personnel. Le Conseil peut prévoir, dans son règlement intérieur, une procédure lui permettant de prendre, sans se réunir, des décisions sur des questions spécifiques.

3. Le Conseil tient les archives dont il a besoin pour s'acquitter des fonctions que le présent Accord lui confère.

4. Le Conseil publie un rapport annuel sur les activités de l'Organisation et tous autres renseignements qu'il juge appropriés.

Article 8

Emprunt dans des circonstances exceptionnelles

1. Le Conseil peut, par un vote spécial, emprunter auprès de sources commerciales pour le Compte du stock régulateur et/ou le Compte administratif afin de couvrir les déficits de l'un ou l'autre de ces comptes provoqués par des décalages entre des dépenses autorisées et le versement des contributions requises. Si l'emprunt est effectué à la suite d'un retard dans la perception d'une contribution d'un membre, les coûts financiers assumés par le Conseil au titre dudit emprunt sont mis à la charge du membre qui est en retard dans ses versements, indépendamment du versement intégral de sa contribution.

2. Tout membre peut, à son gré, choisir de verser directement une contribution en espèces au Compte approprié, en lieu et place d'un emprunt commercial contracté par le Conseil pour couvrir la part dudit membre dans les fonds requis.

Article 9

Délégation de pouvoirs

1. Le Conseil peut, par un vote spécial, déléguer à tout comité institué en application de l'article 19 tout ou partie de ses pouvoirs dont l'exercice n'exige pas, en vertu des dispositions du présent Accord, un vote spécial du Conseil. Nonobstant cette délégation, le Conseil peut à tout moment examiner une question renvoyée à l'un de ses comités et prendre une décision à son sujet.

2. Le Conseil peut, par un vote spécial, révoquer toute délégation de pouvoirs à un comité.

Article 10

Coopération avec d'autres organismes

1. Le Conseil peut prendre toutes dispositions appropriées aux fins de consultation ou de coopération avec l'Organisation des Nations Unies, ses organes et ses institutions spécialisées, ainsi qu'avec d'autres organismes intergouvernementaux selon qu'il conviendra.

2. Le Conseil peut aussi prendre des dispositions en vue d'entretenir des contacts avec des organismes internationaux non gouvernementaux appropriés.

Article 11

Admission d'observateurs

Le Conseil peut inviter tout gouvernement non membre, ou tout organisme visé à l'article 10, à assister en qualité d'observateur à l'une quelconque des séances du Conseil ou de l'un quelconque des comités institués en application de l'article 19.

Article 12

Président et Vice-Président

1. Le Conseil élit, pour chaque année, un président et un vice-président.

2. Le Président et le Vice-Président sont élus, l'un parmi les représentants des membres exportateurs, l'autre parmi ceux des membres importateurs. La présidence et la vice-présidence sont attribuées à tour de rôle à chacune des deux catégories de membres pour une année, étant entendu toutefois que cette alternance n'empêche pas la réélection, dans des circonstances exceptionnelles, du Président ou du Vice-Président, ou de l'un et de l'autre, si le Conseil en décide ainsi par un vote spécial.

3. En cas d'absence temporaire, le Président est remplacé par le Vice-Président. En cas d'absence temporaire simultanée du Président et du Vice-Président, ou en cas d'absence permanente de l'un ou de l'autre ou des deux, le Conseil peut élire de nouveaux titulaires de ces fonctions, temporaires ou permanents, selon le cas, parmi les représentants des membres exportateurs et/ou parmi les représentants des membres importateurs, ainsi qu'il convient.

4. Ni le Président, ni aucun autre membre du Bureau qui préside une réunion, n'a le droit de voter à ladite réunion. Il peut toutefois donner pouvoir au représentant d'un autre membre appartenant à la même catégorie pour exercer les droits de vote du membre qu'il représente.

Article 13

Le Directeur exécutif, le Directeur du stock régulateur et les autres membres du personnel

1. Le Conseil, par un vote spécial, nomme un directeur exécutif et un directeur du stock régulateur.

2. Les conditions de nomination du Directeur exécutif et du Directeur du stock régulateur sont fixées par le Conseil.

3. Le Directeur exécutif est le plus haut fonctionnaire de l'Organisation; il est responsable devant le Conseil de la gestion et du fonctionnement du présent Accord en conformité des décisions du Conseil.

4. Le Directeur du stock régulateur est responsable devant le Directeur exécutif et le Conseil de l'exécution des tâches qui lui incombent en vertu du présent Accord ainsi que de l'exécution de toute autre tâche que le Conseil peut lui confier. Le Directeur du stock régulateur est responsable de la gestion quotidienne du stock régulateur et tient le Directeur exécutif au courant des opérations générales du stock régulateur de sorte que le Directeur exécutif puisse s'assurer qu'il répond efficacement aux objectifs du présent Accord.

5. Le personnel est nommé par le Directeur exécutif conformément aux règles fixées par le Conseil. Il est responsable devant le Directeur exécutif.

6. Ni le Directeur exécutif, ni les autres membres du personnel, y compris le Directeur du stock régulateur, ne doivent avoir d'intérêt financier dans l'industrie ou le commerce du caoutchouc ni d'activités commerciales connexes.

7. Dans l'exercice de leurs fonctions, le Directeur exécutif, le Directeur du stock régulateur et les autres membres du personnel ne sollicitent ni n'acceptent d'instructions d'aucun membre ni d'aucune autorité extérieure au Conseil ou à l'un quelconque des comités institués en application de l'article 19. Ils s'abstiennent de tout acte incompatible avec leur situation de fonctionnaires internationaux et ne sont responsables que devant le Conseil. Chaque membre de l'Organisation doit respecter le caractère exclusivement international des fonctions du Directeur exécutif, du Directeur du stock régulateur et des autres membres du personnel et ne pas chercher à les influencer dans l'exécution de leur tâche.

Article 14

Sessions

1. En règle générale, le Conseil se réunit en session ordinaire une fois par semestre.

2. Outre les sessions qu'il tient dans les circonstances expressément prévues dans le présent Accord, le Conseil se réunit également en session extraordinaire s'il en décide ainsi ou s'il en est prié :

a) par le Président du Conseil;

b) par le Directeur exécutif;

c) par la majorité des membres exportateurs;

d) par la majorité des membres importateurs;

e) par un membre exportateur ou des membres exportateurs détenant au moins 200 voix; ou

f) par un membre importateur ou des membres importateurs détenant au moins 200 voix.

3. Les sessions se tiennent au siège de l'Organisation, à moins que le Conseil, par un vote spécial, n'en décide autrement. Si, sur l'invitation d'un membre, le Conseil se réunit ailleurs qu'au siège de l'Organisation, ce membre prend à sa charge les frais supplémentaires qui en résultent pour le Conseil.

4. Le Directeur exécutif annonce les sessions aux membres et leur en communique l'ordre du jour au moins 30 jours à l'avance, sauf en cas d'urgence où le préavis sera d'au moins sept jours.

Article 15

Répartition des voix

1. Les membres exportateurs détiennent ensemble 1 000 voix et les membres importateurs détiennent ensemble 1 000 voix.

2. Chaque membre exportateur reçoit une voix initiale sur les 1 000 voix à répartir, étant entendu toutefois qu'un membre exportateur dont les exportations nettes sont inférieures à 10 000 tonnes par an ne reçoit pas de voix initiale. Le reste desdites voix est réparti entre les membres exportateurs suivant une proportion aussi voisine que possible du volume de leurs exportations nettes respectives de caoutchouc naturel pendant la période de cinq années civiles commençant six années civiles avant la répartition des voix, étant entendu toutefois que les exportations nettes de caoutchouc naturel de Singapour pendant cette période sont réputées représenter 13 % de ses exportations totales pour ladite période.

3. Les voix des membres importateurs sont réparties entre eux proportionnellement à la moyenne de leurs importations nettes respectives de caoutchouc naturel pendant la période de trois années civiles commençant quatre années civiles avant la répartition des voix, étant entendu toutefois que chaque membre importateur reçoit une voix même si sa part proportionnelle d'importations nettes n'est pas par ailleurs assez forte pour le justifier.

4. Aux fins des paragraphes 2 et 3 du présent article, des paragraphes 2 et 3 de l'article 28 relatifs aux contributions des membres importateurs, et de l'article 39, le Conseil dresse, à sa première session, un tableau des exportations nettes des membres exportateurs et un tableau des importations nettes des membres importateurs, qui sont révisés chaque année conformément au présent article.

5. Il n'y a pas de fractionnement de voix. Sous réserve des dispositions du paragraphe 3 du présent article, toute fraction inférieure à 0,5 est arrondie au nombre entier inférieur et toute fraction égale ou supérieure à 0,5 est arrondie au nombre entier supérieur.

6. Le Conseil répartit les voix pour chaque exercice au début de la première session de l'exercice conformément aux dispositions du présent article. Cette répartition demeure en vigueur pour le reste de l'exercice, sous réserve des dispositions du paragraphe 7 du présent article.

7. Quand la composition de l'Organisation change ou quand le droit de vote d'un membre est suspendu ou rétabli en application d'une disposition du présent Accord, le Conseil procède à une nouvelle répartition des voix à l'intérieur de la ou des catégories de membres en cause, conformément aux dispositions du présent article.

8. Si, du fait de l'exclusion d'un membre en application de l'article 65, ou du retrait d'un membre en application de l'article 64 ou de l'article 63, la part du commerce total détenue par les membres restant dans l'une ou l'autre catégorie se trouve ramenée à moins de 80 %, le Conseil se réunit et se prononce sur les conditions, les modalités et l'avenir du présent Accord, y compris en particulier sur la nécessité de maintenir les opérations effectives du stock régulateur sans imposer une charge financière excessive aux membres restants.

Article 16

Procédure de vote

1. Chaque membre dispose, pour le vote, du nombre de voix qu'il détient au Conseil et il n'a pas la faculté de diviser ses voix.

2. Par notification écrite adressée au Président du Conseil, tout membre exportateur peut autoriser tout autre membre exportateur, et tout membre importateur peut autoriser tout autre membre importateur, à représenter ses intérêts et à exercer son droit de vote à toute session ou séance du Conseil.

3. Un membre autorisé par un autre membre à utiliser les voix que celui-ci détient utilise ces voix comme il y est autorisé.

4. En cas d'abstention, un membre est réputé ne pas avoir utilisé ses voix.

Article 17

Quorum

1. Le quorum exigé pour toute séance du Conseil est constitué par la présence de la majorité des membres exportateurs et de la majorité des membres importateurs, sous réserve que les membres ainsi présents détiennent les deux tiers au moins du total des voix dans chacune des catégories.

2. Si le quorum défini au paragraphe 1 du présent article n'est pas atteint le jour fixé pour la séance et le jour suivant, le quorum est constitué le troisième jour et les jours suivants par la présence de la majorité des membres exportateurs et de la majorité des membres importateurs, à condition que ces membres détiennent la majorité du total des voix dans chacune des catégories.

3. Tout membre représenté conformément au paragraphe 2 de l'article 16 est considéré comme présent.

Article 18

Décisions

1. Le Conseil prend toutes ses décisions et fait toutes ses recommandations par un vote à la majorité simple répartie, sauf disposition contraire du présent Accord.

2. Quand un membre invoque les dispositions de l'article 16 et que ses voix sont utilisées à une séance du Conseil, ce membre est considéré, aux fins du paragraphe 1 du présent article, comme présent et votant.

Article 19

Institution de comités

1. Les comités suivants sont institués :

a) Comité de l'administration;

b) Comité des opérations du stock régulateur;

c) Comité des statistiques; et

d) Comité des autres mesures.

Le Conseil peut aussi instituer d'autres comités par un vote spécial.

2. Chaque comité est responsable devant le Conseil. Le Conseil, par un vote spécial, fixe la composition et le mandat de chaque comité.

Article 20

Groupe d'experts

1. Le Conseil constitue un groupe d'experts choisis dans l'industrie et le commerce du caoutchouc des membres exportateurs et des membres importateurs.

2. Le Groupe d'experts se met à la disposition du Conseil et de ses comités pour leur donner des avis et une assistance, en particulier en ce qui concerne les opérations du stock régulateur et les autres mesures visées à l'article 44.

3. La composition, les fonctions et les dispositions administratives du Groupe d'experts sont fixées par le Conseil.

CHAPITRE V - PRIVILEGES ET IMMUNITES

Article 21

Privilèges et immunités

1. L'Organisation a la personnalité juridique. Elle a, en particulier, la capacité de contracter, d'acquérir et de céder des biens meubles et immeubles et d'ester en justice.

2. L'Organisation entreprend, aussitôt que possible après l'entrée en vigueur du présent Accord, de conclure avec le gouvernement du pays où son siège doit être situé (ci-après dénommé le Gouvernement hôte) un accord (ci-après dénommé Accord de siège) touchant le statut, les privilèges et les immunités de l'Organisation, de son Directeur exécutif, de son personnel et de ses experts, ainsi que des délégations des membres, qui sont normalement nécessaires à l'exercice de leurs fonctions.

3. En attendant la conclusion de l'Accord de siège, l'Organisation demande au Gouvernement hôte d'exonérer d'impôts, dans la mesure compatible avec sa législation, les émoluments versés par l'Organisation à son personnel, et les avoirs, revenus et autres biens de l'Organisation.

4. L'Organisation peut aussi conclure, avec un ou plusieurs autres gouvernements, des accords, qui doivent être approuvés par le Conseil, touchant les privilèges et immunités qui peuvent être nécessaires à la bonne application du présent Accord.

5. Si le siège de l'Organisation est transféré dans un autre pays, le gouvernement de ce pays conclut aussitôt que possible avec l'Organisation un Accord de siège qui doit être approuvé par le Conseil.

6. L'Accord de siège est indépendant du présent Accord. Toutefois, il prend fin :

a) Par consentement mutuel du Gouvernement hôte et de l'Organisation;

b) Si le siège de l'Organisation est transféré hors du territoire du Gouvernement hôte; ou

c) Si l'Organisation cesse d'exister.

CHAPITRE VI - COMPTES ET VERIFICATION DES COMPTES

Article 22

Comptes financiers

1. Aux fins du fonctionnement et de la gestion du présent Accord, deux comptes sont créés :

a) Le Compte du stock régulateur, et

b) Le Compte administratif.

2. Toutes les recettes et dépenses suivantes découlant de la constitution, du fonctionnement et de l'entretien du stock régulateur sont portées au Compte du stock régulateur : contributions versées par les membres en vertu de l'article 28, emprunts effectués pour le Compte du stock régulateur en vertu de l'article 8, amortissement du principal de ces emprunts et intérêts correspondants, produit des ventes des stocks composant le stock régulateur, intérêts sur les dépôts du Compte du stock régulateur, coûts d'acquisition du stock, commissions, frais d'entreposage, de transport et de manutention, assurances et coûts de la rotation du stock. Le Conseil peut, toutefois, par un vote spécial, porter d'autres recettes ou dépenses imputables à des transactions ou opérations du stock régulateur au Compte du stock régulateur.

3. Toutes les autres recettes et dépenses relatives au fonctionnement du présent Accord sont portées au Compte administratif. Ces autres dépenses sont normalement couvertes par les contributions des membres calculées conformément à l'article 25.

4. L'Organisation ne répond pas des dépenses des délégations ou des observateurs envoyés au Conseil ou à l'un quelconque des comités institués en application de l'article 19.

Article 23

Mode de paiement

Les versements en espèces au Compte administratif et au Compte du stock régulateur sont faits en monnaies librement utilisables ou en monnaies qui sont convertibles sur les principaux marchés de change étrangers en monnaies librement utilisables, et ils ne sont pas assujettis à des restrictions de change.

Article 24

Vérification des comptes

1. Le Conseil nomme des vérificateurs aux comptes qui sont chargés de vérifier ses livres.

2. Le Compte administratif et le Compte du stock régulateur vérifiés par des vérificateurs indépendants sont mis à la disposition des membres aussitôt que possible, mais pas moins de trois mois après la clôture de chaque exercice, et sont examinés pour approbation par le Conseil à sa session suivante de la manière appropriée. Un résumé des comptes et du bilan vérifiés est ensuite publié.

CHAPITRE VII - LE COMPTE ADMINISTRATIF

Article 25

Contributions au budget

1. A la première session qu'il tiendra après l'entrée en vigueur du présent Accord, le Conseil approuvera le budget du Compte administratif pour la période comprise entre la date d'entrée en vigueur et la fin du premier exercice. Par la suite, pendant la deuxième moitié de chaque exercice, le Conseil approuve le budget du Compte administratif pour l'exercice suivant. Le Conseil fixe la contribution de chaque membre à ce budget conformément au paragraphe 2 du présent article.

2. Pour chaque exercice, la contribution de chaque membre est proportionnelle au rapport qui existe, au moment de l'adoption du budget administratif de cet exercice, entre le nombre de voix de ce membre et le nombre total des voix de l'ensemble des membres. Pour fixer les contributions, les voix de chaque membre sont comptées sans prendre en considération la suspension des droits de vote d'un membre ni la nouvelle répartition des voix qui en résulte.

3. Le Conseil fixe la contribution initiale au budget administratif de tout gouvernement qui devient membre après l'entrée en vigueur du présent Accord en fonction du nombre des voix qui lui sont attribuées et de la fraction non écoulée de l'exercice en cours; toutefois, les contributions assignées aux autres membres restent inchangées.

Article 26

Versement des contributions au budget administratif

1. Les contributions au premier budget administratif sont exigibles à une date fixée par le Conseil à sa première session. Les contributions aux budgets administratifs ultérieurs sont exigibles le premier jour de chaque exercice. La contribution d'un gouvernement qui devient membre après l'entrée en vigueur du présent Accord, calculée conformément au paragraphe 3 de l'article 25, est exigible, pour l'exercice en cause, à une date qui est fixée par le Conseil.

2. Si un membre n'a pas versé intégralement sa contribution au budget administratif dans les deux mois qui suivent la date à laquelle elle est exigible en vertu du paragraphe 1 du présent article, le Directeur exécutif lui demande d'en effectuer le paiement le plus tôt possible. Si un membre n'a pas versé sa contribution dans les deux mois qui suivent une telle demande du Directeur exécutif, ses droits de vote à l'Organisation sont suspendus à moins que le Conseil, par un vote spécial, n'en décide autrement. Si un membre n'a toujours pas versé sa contribution dans les quatre mois qui suivent une telle demande du Directeur exécutif, tous les droits que ledit membre a en vertu du présent Accord sont suspendus par le Conseil, à moins que celui-ci, par un vote spécial, n'en décide autrement.

3. Pour les contributions reçues en retard, le Conseil prélève un intérêt au taux préférentiel du pays hôte à compter de la date à laquelle elles étaient exigibles, ou au taux commercial dans le cas d'un emprunt effectué en vertu de l'article 8, selon ce qui conviendra.

4. Un membre dont les droits ont été suspendus en application du paragraphe 2 du présent article reste tenu, en particulier, de verser sa contribution et de s'acquitter de toutes les autres obligations financières qui lui incombent en vertu du présent Accord.

CHAPITRE VIII - LE STOCK REGULATEUR

Article 27

Volume du stock régulateur

Aux fins du présent Accord, il est institué un stock régulateur international de 550 000 tonnes au total. Ce stock régulateur est le seul instrument d'intervention sur le marché pour la stabilisation des prix prévu dans le présent Accord. Il comprend :

a) le stock régulateur normal de 400 000 tonnes, et

b) le stock régulateur d'urgence de 150 000 tonnes.

Article 28

Financement du stock régulateur

1. Les membres s'engagent à financer le coût total du stock régulateur international de 550 000 tonnes créé en application de l'article 27.

2. Le financement du stock régulateur normal et du stock régulateur d'urgence est partagé également entre la catégorie des membres exportateurs et la catégorie des membres importateurs. Les contributions des membres au Compte du stock régulateur sont calculées d'après la part des voix qu'ils détiennent au Conseil, sous réserve des dispositions des paragraphes 3 et 4 du présent article.

3. S'agissant d'un membre importateur dont la part dans les importations nettes totales indiquée au tableau dressé par le Conseil conformément au paragraphe 4 de l'article 15 représente 0,1 % ou moins des importations nettes totales, la contribution au Compte du stock régulateur est calculée comme suit :

a) Si sa part des importations nettes totales est inférieure ou égale à 0,1 % mais supérieure à 0,05 %, sa contribution est calculée d'après sa part effective dans les importations nettes totales;

b) Si sa part des importations nettes totales est égale ou inférieure à 0,05 %, sa contribution est calculée sur la base d'une part des importations nettes totales égale à 0,05 %.

4. Pendant toute période durant laquelle le présent Accord sera en vigueur à titre provisoire en application du paragraphe 2 ou de l'alinéa b) du paragraphe 4 de l'article 61, l'engagement financier de chaque membre exportateur ou de chaque membre importateur à l'égard du Compte du stock régulateur ne devra pas dépasser au total la contribution dudit membre, calculée d'après le nombre de voix correspondant aux parts en pourcentage indiquées dans les tableaux dressés par le Conseil conformément au paragraphe 4 de l'article 15, dans le total de 275 000 tonnes attribué à la catégorie des exportateurs et à la catégorie des importateurs, respectivement. Les obligations financières incombant aux membres lorsque le présent Accord sera en vigueur à titre provisoire seront réparties également entre la catégorie des membres exportateurs et la catégorie des membres importateurs. Quand l'engagement global d'une catégorie dépassera celui de

l'autre catégorie, le plus élevé des deux engagements globaux sera réduit de façon à correspondre à l'autre, les voix de chaque membre dans cet engagement global étant diminuées proportionnellement aux parts dans le total des voies telles qu'elles ressortent des tableaux dressés par le Conseil conformément au paragraphe 4 de l'article 15.

5. Les coûts totaux du stock régulateur normal de 400 000 tonnes sont financés par les contributions en espèces versées par les membres au Compte du stock régulateur. Ces contributions peuvent, le cas échéant, être versées par les organismes appropriés des membres intéressés.

6. Les coûts totaux du stock régulateur d'urgence de 150 000 tonnes sont financés par des contributions versées par les membres sous la forme :

a) de montants en espèces réunis grâce à des emprunts effectués auprès de sources commerciales par le Conseil et garantis à la fois par des warrants de stock et par des garanties gouvernementales, promesses de garantie gouvernementales, et/ou

b) de montants en espèces.

Ces contributions peuvent, le cas échéant, être fournies par les organismes appropriés des membres intéressés.

7. Chaque membre est libre d'opter pour la formule de l'alinéa a) ou celle de l'alinéa b) du paragraphe 6 du présent article, ou pour l'une et l'autre de ces formules; dans tous les cas, le montant en espèces est déposé au Compte du stock régulateur. Dans le cas d'emprunts effectués conformément à l'alinéa a) du paragraphe 6, la valeur des warrants de stock rapportée à la valeur totale du stock régulateur au moment considéré ne doit pas dépasser la part des voix que les membres emprunteurs détiennent au Conseil. Les membres au nom desquels le Conseil a effectué des emprunts à des conditions commerciales en application de l'alinéa a) du paragraphe 6 doivent assumer toutes les obligations qui leur incombent respectivement du fait de ces emprunts.

8. Les coûts totaux du stock régulateur international de 550 000 tonnes sont payés par prélèvement sur le Compte du stock régulateur. Ces coûts comprennent notamment toutes les dépenses correspondant à l'acquisition et au fonctionnement du stock régulateur international de 550 000 tonnes. Si le coût estimatif indiqué à l'annexe C du présent Accord ne correspond pas exactement au coût total de l'acquisition et du fonctionnement du stock régulateur, le Conseil se réunit et prend les dispositions nécessaires pour appeler les contributions requises afin de couvrir ce coût total conformément aux parts exprimées en pourcentage du total des voix.

Article 29

Versement des contributions au Compte du stock régulateur

1. Il est versé au Compte du stock régulateur une contribution initiale en espèces équivalant à 70 millions de ringgit malaisiens. Cette contribution est répartie entre tous les membres d'après la part en pourcentage des voix qu'ils détiennent,

compte tenu du paragraphe 3 de l'article 28. La contribution est demandée dès que le Directeur exécutif est informé par tous les membres qu'ils sont en mesure de faire face aux exigences financières, dans les 18 mois suivant la date d'entrée en vigueur provisoire du présent Accord. Ces contributions initiales sont exigibles 45 jours après que le Directeur exécutif les a demandées.

2. Le Directeur exécutif peut à tout moment demander le paiement de contributions à condition que le Directeur du stock régulateur ait certifié que les sommes en question seront nécessaires au fonctionnement du Compte du stock régulateur au cours des quatre mois à venir.

3. En cas d'appel de contributions, le montant demandé doit être versé par les membres dans les 30 jours de la date de notification. S'il en est prié par un membre ou des membres totalisant 200 voix au Conseil, le Conseil se réunit en session extraordinaire et peut modifier ou refuser l'appel de contributions fondé sur une évaluation du besoin de fonds pour appuyer les opérations du stock régulateur au cours des trois mois à venir. Si le Conseil ne peut arriver à une décision, les contributions doivent être versées par les membres conformément à la décision du Directeur exécutif.

4. Les contributions demandées pour le stock régulateur normal et pour le stock régulateur d'urgence sont évaluées au prix de déclenchement inférieur en vigueur au moment où ces contributions sont demandées.

5. L'appel de contributions destinées au stock régulateur d'urgence est effectué comme suit :

a) Quand il réexamine le stock régulateur à 300 000 tonnes comme il est prévu à l'article 32, le Conseil :

i) reçoit de chaque membre une déclaration précisant la méthode qu'il utilisera pour financer sa part du stock régulateur d'urgence en application de l'article 28, et

ii) prend toutes les dispositions financières et autres qui peuvent être nécessaires pour la prompte mise en place du stock régulateur d'urgence, y compris un appel de fonds si besoin est.

b) Quand il réexamine le stock régulateur à 400 000 tonnes comme il est prévu à l'article 32, le Conseil s'assure :

i) que tous les membres ont fait le nécessaire pour le financement de leur part du stock régulateur d'urgence,

ii) que l'intervention du stock régulateur d'urgence a été demandée et que celui-ci est entièrement prêt à intervenir conformément aux dispositions de l'article 31.

Article 30

Fourchette de prix

1. Pour les opérations du stock régulateur, il est institué :

a) un prix de référence,

b) un prix d'intervention inférieur,

c) un prix d'intervention supérieur,

d) un prix de déclenchement inférieur,

e) un prix de déclenchement supérieur,

f) un prix indicatif inférieur, et

g) un prix indicatif supérieur.

2. A l'entrée en vigueur du présent Accord, le prix de référence sera fixé initialement à 210 cents de Malaisie/Singapour le kilogramme. Il sera revu et révisé conformément aux dispositions de la section A de l'article 32.

3. Il est institué un prix d'intervention supérieur et un prix d'intervention inférieur se situant respectivement à ± 15 % du prix de référence, à moins que le Conseil, par un vote spécial, n'en décide autrement.

4. Il est institué un prix de déclenchement supérieur et un prix de déclenchement inférieur se situant respectivement à ± 20 % du prix de référence, à moins que le Conseil n'en décide autrement par un vote spécial.

5. Les prix visés aux paragraphes 3 et 4 du présent article sont arrondis au cent le plus proche.

6. Sauf dispositions contraires du présent Accord, le prix indicatif inférieur sera de 150 cents de Malaisie/Singapour le kilogramme, et le prix indicatif supérieur de 270 cents de Malaisie/Singapour le kilogramme, pendant les 30 mois suivant l'entrée en vigueur du présent Accord.

Article 31

Fonctionnement du stock régulateur

1. Si, eu égard à la fourchette de prix définie à l'article 30, ou ultérieurement révisée conformément aux dispositions des articles 32 et 40, le prix indicateur du marché prévu à l'article 33 :

a) est égal ou supérieur au prix de déclenchement supérieur, le Directeur du stock régulateur défend le prix de déclenchement supérieur en mettant en vente du caoutchouc naturel jusqu'à ce que le prix indicateur du marché descende au-dessous du prix de déclenchement supérieur;

b) est supérieur au prix d'intervention supérieur, le Directeur du stock régulateur peut vendre du caoutchouc naturel pour défendre le prix de déclenchement supérieur;

c) se situe entre les prix d'intervention supérieur et inférieur ou est égal à l'un ou l'autre de ces deux prix, le Directeur du stock régulateur ne doit ni acheter ni vendre de caoutchouc naturel, sauf dans le cadre des responsabilités qui lui incombent en vertu de l'article 36 concernant la rotation du stock;

d) est inférieur au prix d'intervention inférieur, le Directeur du stock régulateur peut acheter du caoutchouc naturel pour défendre le prix de déclenchement inférieur;

e) est égal ou inférieur au prix de déclenchement inférieur, le Directeur du stock régulateur défend le prix de déclenchement inférieur en procédant à des offres d'achat de caoutchouc naturel jusqu'à ce que le prix indicateur du marché dépasse le prix de déclenchement inférieur.

2. Quand les ventes ou les achats du stock régulateur atteignent le niveau de 400 000 tonnes, le Conseil, par un vote spécial, décide s'il faut faire intervenir le stock régulateur d'urgence :

a) au prix de déclenchement inférieur ou supérieur, ou

b) à un prix se situant entre le prix de déclenchement inférieur et le prix indicatif inférieur, ou entre le prix de déclenchement supérieur et le prix indicatif supérieur.

3. A moins que le Conseil, par un vote spécial, n'en décide autrement en application du paragraphe 2 du présent article, le Directeur du stock régulateur utilise le stock régulateur d'urgence pour défendre le prix indicatif inférieur en faisant intervenir le stock régulateur d'urgence, lorsque le prix indicateur du marché se situe à un niveau à mi-chemin entre le prix indicatif inférieur et le prix de déclenchement inférieur, et pour défendre le prix indicatif supérieur en faisant intervenir le stock régulateur d'urgence lorsque le prix indicateur du marché se situe à un niveau à mi-chemin entre le prix indicatif supérieur et le prix de déclenchement supérieur.

4. La totalité du caoutchouc naturel détenu par le stock régulateur, y compris le stock régulateur normal et le stock régulateur d'urgence, est utilisée pour empêcher que le prix indicateur du marché ne tombe au-dessous du prix indicatif inférieur ou ne s'élève au-dessus du prix indicatif supérieur.

5. Le Directeur du stock régulateur effectue ses achats et ventes sur les marchés commerciaux établis aux prix en vigueur, et toutes ses transactions doivent porter sur du caoutchouc effectif pour livraison dont le terme ne doit pas dépasser trois mois civils.

6. Pour faciliter le fonctionnement du stock régulateur, le Conseil met en place, dans les cas où cela est nécessaire, des bureaux locaux et des services du Bureau du Directeur du stock régulateur sur les marchés établis du caoutchouc et sur les emplacements d'entrepôts agréés.

7. Le Directeur du stock régulateur prépare un rapport mensuel sur les transactions du stock régulateur et la position financière du Compte du stock régulateur. Le rapport de chaque mois est mis à la disposition des membres 60 jours après la fin de ce mois.

8. Les renseignements sur les transactions du stock régulateur concernent notamment les quantités, les prix, les types, les qualités et les marchés pour toutes les opérations du stock régulateur, y compris les rotations effectuées. Les renseignements sur la position financière du Compte du stock régulateur concernent aussi les taux d'intérêt, conditions et modalités des dépôts et des prêts, les monnaies utilisées dans les opérations et les autres informations pertinentes sur les questions visées au paragraphe 2 de l'article 22.

Article 32

Examen et révision de la fourchette de prix

A. Prix de référence

1. Le prix de référence est revu et révisé en fonction des tendances du marché et/ou des variations nettes du stock régulateur, sous réserve des dispositions de la présente section du présent article. Le prix de référence est revu par le Conseil tous les 18 mois à compter de l'entrée en vigueur du présent Accord.

a) Si la moyenne des prix indicateurs quotidiens du marché pour le semestre précédant un examen est égale au prix d'intervention supérieur ou au prix d'intervention inférieur, ou si elle se situe entre ces deux prix, le prix de référence n'est pas révisé.

b) Si la moyenne des prix indicateurs quotidiens du marché pour le semestre précédant un examen est inférieure au prix d'intervention inférieur, le prix de référence est automatiquement révisé et réduit de 5 % par rapport à son niveau au moment de l'examen, à moins que le Conseil, par un vote spécial, ne décide d'appliquer au prix de référence un pourcentage de réduction différent.

c) Si la moyenne des prix indicateurs quotidiens du marché pour le semestre précédant un examen est supérieure au prix d'intervention supérieur, le prix de référence est automatiquement révisé et relevé de 5 % par rapport à son niveau au moment de l'examen, à moins que le Conseil ne décide, par un vote à la majorité spéciale, d'appliquer au prix de référence un pourcentage de relèvement différent.

2. S'il s'est produit, depuis la dernière évaluation prévue par le présent paragraphe ou depuis l'entrée en vigueur du présent Accord, une variation nette du stock régulateur égale à 100 000 tonnes, le Directeur exécutif convoque une session extraordinaire du Conseil pour évaluer la situation. Le Conseil peut, par un vote spécial, décider de prendre des mesures appropriées qui peuvent comprendre :

a) la suspension des opérations du stock régulateur;

b) un changement dans le rythme des achats ou des ventes du stock régulateur; et

c) la révision du prix de référence.

3. Si des achats ou des ventes du stock régulateur d'un montant net de 300 000 tonnes ont eu lieu depuis a) l'entrée en vigueur du présent Accord, b) la dernière révision aux termes du présent paragraphe, ou c) la dernière révision aux termes du paragraphe 2 du présent article, la plus récente des trois dates correspondantes étant retenue, le prix de référence est diminué ou augmenté, selon le cas, de 3 % par rapport à son niveau du moment, à moins que le Conseil, par un vote spécial, ne décide de le diminuer ou de l'augmenter, selon le cas, d'un pourcentage différent.

4. Aucun ajustement du prix de référence, quelle qu'en soit la raison, ne doit être tel que les prix de déclenchement débordent le prix indicatif inférieur ou supérieur.

B. Prix indicatifs

5. Le Conseil peut, par un vote spécial, réviser les prix indicatifs inférieur ou supérieur lors des examens prévus dans cette section du présent article.

6. Le Conseil veille à ce que toute révision des prix indicatifs soit compatible avec l'évolution des tendances et de la situation du marché. A cet égard, le Conseil prend en considération les tendances des prix, de la consommation, de l'offre, des coûts de production et des stocks de caoutchouc naturel, ainsi que la quantité de caoutchouc naturel détenue par le stock régulateur et la position financière du Compte du stock régulateur.

7. Les prix indicatifs inférieur et supérieur sont revus :

a) tous les 30 mois après l'entrée en vigueur du présent Accord;

b) dans des circonstances exceptionnelles, à la demande d'un membre ou de membres totalisant 200 voix ou davantage au Conseil; et

c) lorsque le prix de référence a été révisé i) en baisse depuis la dernière révision du prix indicatif inférieur ou depuis l'entrée en vigueur du présent Accord ou ii) en hausse depuis la dernière révision du prix indicatif supérieur ou depuis l'entrée en vigueur du présent Accord, cette baisse ou cette hausse étant d'au moins 3 % conformément au paragraphe 3 du présent article et d'au moins 5 % conformément au paragraphe 1 du présent article, ou d'un montant au moins égal à ce pourcentage conformément aux paragraphes 1, 2 et/ou 3 du présent article, à condition que la moyenne des prix indicateurs quotidiens du marché pour les 60 jours suivant la dernière révision du prix de référence soit, selon le cas, inférieure au prix d'intervention inférieur ou supérieure au prix d'intervention supérieur.

8. Nonobstant les paragraphes 5, 6 et 7 du présent article, le prix indicatif inférieur ou supérieur n'est pas révisé en hausse si la moyenne des prix indicateurs quotidiens du marché pour le semestre précédant un examen de la fourchette de prix prévu par le présent article est inférieure au prix de référence. De même, le prix indicatif inférieur ou supérieur n'est pas révisé en baisse si la moyenne des prix indicateurs quotidiens du marché pour le semestre précédant un examen de la fourchette de prix prévu par le présent article est supérieure au prix de référence.

Article 33

Prix indicateur du marché

1. Il est institué un prix indicateur quotidien du marché, qui est une moyenne composite, pondérée - représentative du marché du caoutchouc naturel - des prix officiels quotidiens pour le mois courant sur les places de Kuala Lumpur, Londres, New York et Singapour. Initialement, le prix indicateur quotidien du marché est établi d'après les prix du RSS 1, du RSS 3 et du TSR 20, dont les coefficients de pondération doivent être égaux. Toutes les cotations sont converties en prix f.o.b. aux ports malaisiens/port de Singapour, exprimé en monnaie malaisienne/ singapourienne.

2. La composition par type/qualité, les coefficients de pondération et la méthode de calcul du prix indicateur quotidien du marché sont passés en revue et peuvent être révisés par le Conseil par un vote spécial, afin d'assurer que ce prix soit représentatif du marché du caoutchouc naturel.

3. Le prix indicateur du marché est réputé supérieur, égal ou inférieur aux niveaux de prix spécifiés dans le présent Accord si la moyenne des prix indicateurs quotidiens du marché pour les cinq derniers jours de place est supérieure, égale ou inférieure à ces niveaux de prix.

Article 34

Composition des stocks constituant le stock régulateur

1. A sa première session après l'entrée en vigueur du présent Accord, le Conseil désigne les qualités et types internationalement reconnus de feuilles de caoutchouc fumé et les caoutchoucs faisant l'objet de spécifications techniques qui peuvent entrer dans le stock régulateur, sous réserve que les critères suivants soient respectés :

a) les qualités et types inférieurs de caoutchouc naturel agréés pour inclusion dans le stock régulateur sont le RSS 3 et le TSR 20; et

b) toutes les qualités et tous les types agréés en application de l'alinéa a) du présent paragraphe qui représentent au moins 3 % du commerce international de caoutchouc naturel pendant l'année civile précédente sont désignés.

2. Le Conseil peut, par un vote spécial, modifier ces critères et/ou les types/qualités retenus si c'est nécessaire pour assurer que la composition du stock régulateur reflète l'évolution de la situation du marché, que les objectifs du présent Accord en matière de stabilisation sont atteints et qu'il est tenu compte de la nécessité de maintenir à un niveau élevé la qualité commerciale des stocks composant le stock régulateur.

3. Le Directeur du stock régulateur devrait veiller à ce que la composition du stock régulateur reflète la structure des exportations/importations de caoutchouc naturel, tout en répondant aux objectifs du présent Accord en matière de stabilisation.

4. Le Conseil peut, par un vote spécial, charger le Directeur du stock régulateur de modifier la composition du stock régulateur si l'objectif de stabilisation des prix l'exige.

Article 35

Emplacement des stocks composant le stock régulateur

1. L'emplacement des stocks composant le stock régulateur doit permettre des opérations commerciales économiques et efficaces. En vertu de ce principe, ces stocks doivent être situés sur le territoire des membres exportateurs et des membres importateurs. Leur répartition entre les membres doit être effectuée de manière à assurer la réalisation des objectifs de stabilisation visés par le présent Accord tout en gardant les coûts au niveau minimum.

2. Pour maintenir des normes de qualité commerciale élevées, le stockage doit se faire uniquement dans des entrepôts agréés en fonction de critères arrêtés par le Conseil.

3. Après l'entrée en vigueur du présent Accord, le Conseil établit et approuve une liste d'entrepôts ainsi que les dispositions nécessaires pour leur utilisation. Le Conseil revoit cette liste périodiquement.

4. Le Conseil revoit aussi périodiquement l'emplacement des stocks composant le stock régulateur et peut, par un vote spécial, charger le Directeur du stock régulateur de modifier l'emplacement de ces stocks pour assurer des opérations commerciales économiques et efficaces.

Article 36

Rotation des stocks composant le stock régulateur

Le Directeur du stock régulateur veille à ce que tous les stocks composant le stock régulateur soient achetés et maintenus selon des normes de qualité commerciales élevées. Il renouvelle le caoutchouc naturel entreposé dans le stock régulateur de la manière nécessaire pour assurer le respect de ces normes, en prenant dûment en considération le coût de la rotation et ses répercussions sur la stabilité du marché. Le coût de la rotation est imputé sur le Compte du stock régulateur.

Article 37

Limitation ou suspension des opérations du stock régulateur

1. Nonobstant les dispositions de l'article 31, le Conseil, s'il est en session, peut, par un vote spécial, limiter ou suspendre les opérations du stock régulateur s'il estime que le respect des obligations imposées au Directeur du stock régulateur par ledit article ne permettra pas d'atteindre les objectifs du présent Accord.

2. Si le Conseil n'est pas en session, le Directeur exécutif peut, après consultation avec le Président, limiter ou suspendre les opérations du stock régulateur s'il estime que le respect des obligations imposées au Directeur du stock régulateur par l'article 31 ne permettra pas d'atteindre les objectifs du présent Accord.

3. Immédiatement après une décision de limiter ou de suspendre les opérations du stock régulateur en vertu du paragraphe 2 du présent article, le Directeur exécutif convoque une session du Conseil à l'effet d'examiner cette décision. Nonobstant les dispositions du paragraphe 4 de l'article 14, le Conseil se réunit dans les sept jours qui suivent la date de la limitation ou de la suspension et, par un vote spécial, confirme ou annule ladite limitation ou suspension. Si au cours de cette session le Conseil ne peut arriver à une décision, les opérations du stock régulateur reprennent sans être limitées par aucune restriction imposée au titre du présent article.

Article 38

Pénalisation pour non-acquittement des contributions au Compte du stock régulateur

1. Si un membre ne s'est pas acquitté de son obligation de contribuer au Compte du stock régulateur à la date où sa contribution est exigible, il est réputé être en retard dans ses versements. Un membre en retard de 60 jours ou plus ne compte pas comme membre dans un vote sur les questions visées au paragraphe 2 du présent article.

2. Les droits de vote et autres droits au Conseil d'un membre en retard de 60 jours ou plus dans ses versements aux termes du paragraphe 1 du présent article sont suspendus, à moins que le Conseil, par un vote spécial, n'en décide autrement.

3. Un membre en retard dans ses versements paie des intérêts calculés au taux préférentiel en vigueur dans le pays hôte à compter du jour où ces versements sont exigibles, à moins que cet arriéré ne soit couvert par un emprunt contracté par le Conseil en application de l'article 8, auquel cas le membre en cause doit payer les intérêts de l'emprunt. L'arriéré couvert par les autres membres importateurs et exportateurs l'est à titre volontaire.

4. Lorsqu'il a été mis fin au défaut de paiement à la satisfaction du Conseil, le membre en retard de 60 jours ou plus dans ses versements est rétabli dans ses droits de vote et autres droits. Si les sommes non versées ont été avancées par d'autres membres, ceux-ci sont remboursés intégralement.

Article 39

Ajustements des contributions au Compte du stock régulateur

1. Quand il est procédé à la nouvelle répartition des voix à la première session de chaque exercice, le Conseil opère l'ajustement nécessaire de la contribution de chaque membre au Compte du stock régulateur en conformité des dispositions du présent article. A cette fin, le Directeur exécutif calcule :

a) la contribution nette de chaque membre, en retranchant les contributions remboursées à ce membre conformément au paragraphe 2 du présent article de la somme de toutes les contributions versées par ce membre depuis l'entrée en vigueur du présent Accord;

b) le montant total des contributions nettes, en additionnant les contributions nettes de tous les membres;

c) la contribution nette révisée de chaque membre, en répartissant le montant total des contributions nettes entre les membres en fonction de la part révisée de chaque membre dans le total des voix au Conseil en application de l'article 15, sous réserve du paragraphe 3 de l'article 28 et étant entendu que la part de chaque membre dans le total des voix doit, aux fins du présent article, être calculée sans tenir compte de la suspension des droits de vote d'un membre ni de la nouvelle répartition des voix qui en résulte.

Quand la contribution nette d'un membre dépasse sa contribution nette révisée, la différence lui est remboursée par prélèvement sur le Compte du stock régulateur. Quand la contribution nette révisée d'un membre dépasse sa contribution nette, il verse la différence au Compte du stock régulateur.

2. Si le Conseil, eu égard aux paragraphes 2 et 3 de l'article 29, conclut qu'il y a des contributions nettes en sus des fonds requis pour appuyer les opérations du stock régulateur dans les quatre mois à venir, le Conseil rembourse ces contributions nettes excédentaires déduction faite des contributions initiales, à moins qu'il ne décide, par un vote spécial, de ne pas procéder à ce remboursement ou de rembourser un montant moindre. La part des membres dans le montant à rembourser est proportionnelle à leurs contributions nettes en espèces.

3. A la demande d'un membre, le montant au remboursement duquel il a droit peut être gardé au Compte du stock régulateur. Si un membre demande que le montant qui doit lui être remboursé soit gardé au Compte du stock régulateur, ce montant vient en déduction de toute contribution supplémentaire demandée en application de l'article 29.

4. Le Directeur exécutif notifie immédiatement aux membres les versements, ou les remboursements, qu'il faut effectuer par suite d'ajustements opérés conformément aux paragraphes 1 et 2 du présent article. Ces versements demandés aux membres, ou les remboursements en leur faveur, sont effectués dans les 60 jours de la date à laquelle le Directeur exécutif a envoyé la notification.

5. Si l'encaisse disponible au Compte du stock régulateur, après remboursement des emprunts éventuels, dépasse la valeur des contributions nettes totales versées par les membres, les fonds excédentaires sont distribués à la fin du présent Accord.

Article 40

Le stock régulateur et les modifications des taux de change

1. Si le taux de change entre le ringgit malaisien/dollar singapourien et les monnaies des principaux membres exportateurs et importateurs de caoutchouc naturel subit une modification d'une ampleur telle qu'elle a des incidences importantes sur les opérations du stock régulateur, le Directeur exécutif doit, conformément à l'article 37, ou des membres peuvent, conformément à l'article 14, convoquer une session extraordinaire du Conseil. Le Conseil se réunit dans les 10 jours pour confirmer ou annuler les mesures déjà prises par le Directeur exécutif en application de l'article 37, et peut, par un vote spécial, décider de prendre des mesures appropriées, y compris la possibilité de réviser la fourchette de prix, en application des principes énoncés à la première phrase des paragraphes 1 et 6 de l'article 32.

2. Le Conseil, par un vote spécial, établit une procédure pour déterminer ce qu'est une modification importante de la parité de ces monnaies à la seule fin d'assurer la convocation en temps voulu du Conseil.

3. S'il existe entre le ringgit malaisien et le dollar singapourien une divergence d'une ampleur telle qu'elle a des incidences importantes sur les opérations du stock régulateur, le Conseil se réunit pour examiner la situation et peut envisager l'adoption d'une seule monnaie.

Article 41

Procédures de liquidation du Compte du stock régulateur

1. A la fin du présent Accord, le Directeur du stock régulateur établit un état estimatif de toutes les dépenses découlant de la liquidation, ou du transfert à un nouvel accord international sur le caoutchouc naturel, des avoirs du Compte du stock régulateur conformément aux dispositions du présent article, et réserve le montant correspondant dans un compte distinct. Si ces soldes sont insuffisants, le Directeur du stock régulateur vend une quantité suffisante de caoutchouc naturel du stock régulateur pour se procurer le montant additionnel nécessaire.

2. La part de chaque membre dans le Compte du stock régulateur est calculée comme suit :

a) La valeur du stock régulateur est la valeur de la quantité totale de caoutchouc naturel de chaque type/qualité qu'il détient, calculée d'après le plus faible des prix courants des types/qualités respectifs sur les places visées à l'article 33 pendant les 30 jours de place précédant la date à laquelle le présent Accord prend fin;

b) La valeur du Compte du stock régulateur est la valeur du stock régulateur majorée des avoirs en espèces du Compte du stock régulateur à la date à laquelle le présent Accord prend fin et déduction faite du montant réservé en application du paragraphe 1 du présent article;

c) La contribution nette de chaque membre est la somme des contributions qu'il a versées pendant toute la durée du présent Accord, déduction faite de tous les remboursements qu'il a reçus en application de l'article 39;

d) Si la valeur du Compte du stock régulateur est supérieure ou inférieure au montant total des contributions nettes, l'excédent ou le déficit, selon le cas, est réparti entre les membres proportionnellement à leur part des contributions nettes pondérée par un coefficient temps, en application du présent Accord;

e) La part de chaque membre dans le Compte du stock régulateur correspond à sa contribution nette, diminuée ou majorée de sa part dans les déficits ou les excédents du Compte du stock régulateur, déduction faite de ses éventuelles obligations au titre d'emprunts non remboursés effectués par le Conseil en son nom.

3. Si le présent Accord doit être immédiatement remplacé par un nouvel accord international sur le caoutchouc naturel, le Conseil, par un vote spécial, adopte les procédures propres à assurer le transfert effectif au nouvel accord, selon ce qu'exigera ledit accord, des parts dans le Compte du stock régulateur des membres qui ont l'intention de participer au nouvel accord. Tout membre qui ne veut pas participer au nouvel accord a droit au remboursement de sa part :

a) par un prélèvement sur l'encaisse disponible proportionnel à sa part en pourcentage dans le montant total des contributions nettes au Compte du stock régulateur, dans un délai de deux mois; et

b) par prélèvement sur le produit net de l'écoulement des stocks constituant le stock régulateur, au moyen de ventes méthodiques ou au moyen d'un transfert au nouvel accord international sur le caoutchouc naturel aux prix courants du marché, l'opération devant être terminée dans un délai de 12 mois;

à moins que le Conseil, par un vote spécial, ne décide d'augmenter les paiements visés à l'alinéa a) du présent paragraphe.

4. Si le présent Accord prend fin sans être remplacé par un nouvel accord international sur le caoutchouc naturel prévoyant un stock régulateur, le Conseil, par un vote spécial, adopte des procédures devant régir l'écoulement méthodique du stock régulateur dans le délai maximum spécifié au paragraphe 7 de l'article 67, sous réserve des prescriptions suivantes :

a) Il n'est procédé à aucun autre achat de caoutchouc naturel;

b) L'Organisation n'engage pas de nouvelles dépenses à l'exception de celles qui sont nécessaires pour écouler le stock régulateur.

5. Sous réserve du droit qu'ont les membres de choisir de se faire rembourser leur part sous forme de caoutchouc naturel conformément au paragraphe 6 du présent article, tout montant en espèces restant éventuellement au Compte du stock régulateur est immédiatement distribué aux membres en proportion de leur part telle qu'elle est définie au paragraphe 2 du présent article.

6. Au lieu de se faire rembourser en espèces la totalité ou une fraction de sa part, chaque membre peut choisir de prendre sa part dans les avoirs du Compte du stock régulateur sous forme de caoutchouc naturel, sous réserve des procédures adoptées par le Conseil.

7. Le Conseil adopte des procédures appropriées pour l'ajustement et le remboursement des parts des membres dans le Compte du stock régulateur. Cet ajustement tient compte :

a) de tout écart pouvant exister entre le prix du caoutchouc naturel spécifié à l'alinéa a) du paragraphe 2 du présent article et les prix auxquels une partie ou la totalité du stock régulateur est vendue en application des procédures d'écoulement du stock régulateur; et

b) de la différence entre le montant estimatif et le montant effectif des dépenses de liquidation.

8. Le Conseil se réunit dans les 30 jours de la fin des transactions du Compte du stock régulateur pour procéder à la liquidation définitive des comptes des membres dans les 30 jours suivants.

CHAPITRE IX - RELATIONS AVEC LE FONDS COMMUN

Article 42

Relations avec le Fonds commun

Quand le Fonds commun commencera à fonctionner, le Conseil tirera pleinement parti des facilités offertes par cet organisme, en conformité des principes énoncés dans le présent texte. Le Conseil négociera à cette fin avec le Fonds commun des conditions et modalités mutuellement acceptables pour un accord d'association à signer avec le Fonds commun.

CHAPITRE X - MESURES RELATIVES AUX APPROVISIONNEMENTS

Article 43

Régularité des approvisionnements

1. Les membres exportateurs dans toute la mesure du possible s'engagent à mettre en oeuvre des politiques et des programmes qui assurent aux consommateurs des approvisionnements réguliers de caoutchouc naturel.

2. Les membres exportateurs continuent de s'efforcer d'améliorer le caoutchouc naturel et d'uniformiser les spécifications des qualités et la présentation du caoutchouc naturel, suivant l'évolution de la technologie et du marché.

3. Au cas où apparaîtrait un risque de pénurie de caoutchouc naturel, le Conseil peut faire des recommandations aux membres en cause concernant les mesures appropriées qui pourraient être prises pour assurer une augmentation aussi rapide que possible des approvisionnements de caoutchouc naturel.

Article 44

Autres mesures

1. En vue d'atteindre les objectifs du présent Accord, le Conseil définit et propose des mesures et techniques appropriées tendant à promouvoir le développement de l'économie du caoutchouc naturel par les membres producteurs grâce à l'accroissement et à l'amélioration de la production, de la productivité et de la commercialisation, augmentant ainsi les recettes d'exportation des membres producteurs tout en améliorant la sécurité des approvisionnements.

2. A cette fin, le Comité des autres mesures procède à des analyses économiques et techniques afin de définir :

a) des programmes et projets de recherche-développement sur le caoutchouc naturel présentant un intérêt pour les membres exportateurs et importateurs, y compris des activités de recherche scientifique dans des domaines spécifiques;

b) des programmes et projets de nature à améliorer la productivité de l'industrie du caoutchouc naturel;

c) les moyens d'améliorer la qualité des approvisionnements de caoutchouc naturel et d'uniformiser la spécification des qualités et la présentation du caoutchouc naturel;

d) des méthodes permettant d'améliorer le traitement, la commercialisation et la distribution du caoutchouc naturel à l'état brut.

3. Le Conseil examine les incidences financières de ces mesures et techniques et s'emploie à promouvoir et à faciliter l'apport de ressources financières adéquates, selon qu'il convient, par des sources telles que les institutions financières internationales et le deuxième Compte du Fonds commun quand il sera créé.

4. Le Conseil peut faire des recommandations, selon qu'il convient, aux membres, aux institutions internationales et autres organisations en vue de promouvoir la mise en oeuvre de mesures spécifiques en application du présent article.

5. Le Comité des autres mesures revoit périodiquement l'application des mesures que le Conseil décide de promouvoir et de recommander, et fait rapport à ce sujet au Conseil.

CHAPITRE XI - CONSULTATIONS AU SUJET DES POLITIQUES INTERIEURES

Article 45

Consultations

Le Conseil procède à des consultations, quand un membre le demande, au sujet des politiques gouvernementales concernant le caoutchouc naturel qui ont des incidences directes sur l'offre ou sur la demande. Le Conseil peut soumettre ses recommandations aux membres pour examen.

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CHAPITRE XII - STATISTIQUES, ETUDES ET INFORMATION

Article 46

Statistiques et information

1. Le Conseil rassemble, classe et, au besoin, publie les statistiques sur le caoutchouc naturel et les domaines connexes qui sont nécessaires au bon fonctionnement du présent Accord.

2. Les membres doivent communiquer rapidement et de façon aussi complète que possible au Conseil les données disponibles concernant la production, la consommation et le commerce international du caoutchouc naturel, en les ventilant par qualités spécifiques.

3. Le Conseil peut aussi demander aux membres de fournir d'autres informations, y compris des renseignements sur des domaines connexes, qui peuvent être nécessaires au bon fonctionnement du présent Accord.

4. Les membres doivent, autant que possible, fournir, dans un délai raisonnable, toutes les statistiques et informations susmentionnées d'une manière qui ne soit pas incompatible avec leur législation nationale.

5. Le Conseil établit des relations étroites avec les organismes internationaux appropriés, dont le Groupe international d'étude du caoutchouc, et avec les bourses de commerce pour veiller à ce que des données récentes et fiables soient disponibles sur la production, la consommation, les stocks, le commerce international et les prix du caoutchouc naturel et sur d'autres facteurs qui influencent la demande et l'offre de caoutchouc naturel.

6. Le Conseil veille à ce qu'aucune des informations publiées ne porte atteinte au secret des opérations des particuliers ou des sociétés qui produisent, traitent ou commercialisent le caoutchouc naturel ou des produits apparentés.

Article 47

Evaluation annuelle, estimations et études

1. Le Conseil établit et publie une évaluation annuelle de la situation mondiale du caoutchouc naturel et des domaines connexes, compte tenu des renseignements communiqués par les membres et par tous les organismes intergouvernementaux et internationaux compétents.

2. Au moins une fois par semestre, le Conseil procède à une estimation de la production, de la consommation, des exportations et des importations de caoutchouc naturel de tous types et qualités pour le semestre suivant. Il communique aux membres ces estimations.

3. Le Conseil établit, ou prend les dispositions voulues pour établir, des études sur les tendances de la production, de la consommation, du commerce, de la commercialisation et des prix du caoutchouc naturel, ainsi que sur les problèmes à court et à long terme de l'économie mondiale du caoutchouc naturel.

Article 48

Examen annuel

1. Le Conseil examine chaque année le fonctionnement du présent Accord eu égard aux objectifs énoncés à l'article premier. Il informe les membres des résultats de l'examen.

2. Le Conseil peut ensuite formuler des recommandations à l'intention des membres, et ultérieurement prendre des mesures dans les limites de sa compétence pour améliorer l'efficacité du fonctionnement du présent Accord.

CHAPITRE XIII - DISPOSITIONS DIVERSES

Article 49

Obligations générales des membres

1. Pendant la durée du présent Accord, les membres mettront tout en oeuvre et coopéreront pour favoriser la réalisation des objectifs du présent Accord et ne prendront aucune mesure allant à l'encontre desdits objectifs.

2. Les membres chercheront en particulier à améliorer la situation de l'économie du caoutchouc naturel et à encourager la production et l'emploi de ce produit de manière à promouvoir la croissance et la modernisation de l'économie du caoutchouc naturel dans l'intérêt mutuel des producteurs et des consommateurs.

3. Les membres acceptent de se considérer liés par toutes les décisions que le Conseil prendra en application du présent Accord et ne prendront pas de mesures qui auraient pour effet de limiter ou de contrecarrer ces décisions.

Article 50

Obstacles au commerce

1. Le Conseil détermine, d'après l'évaluation annuelle de la situation mondiale du caoutchouc visée à l'article 47, les obstacles à l'expansion du commerce du caoutchouc naturel sous forme brute, semi-transformée ou modifiée.

2. Le Conseil peut, aux fins du présent article, recommander aux membres de rechercher dans des organismes internationaux appropriés des mesures concrètes mutuellement acceptables destinées à supprimer progressivement ces obstacles et si possible à les éliminer complètement. Il examine périodiquement les résultats de ces recommandations.

Article 51

Transport et structure du marché du caoutchouc naturel

Le Conseil devrait encourager et faciliter la promotion de taux de fret raisonnables et équitables et l'amélioration du système de transport, de façon à assurer des approvisionnements réguliers aux marchés et à permettre des économies sur le coût des produits commercialisés.

Article 52

Mesures différenciées et correctives

Les membres en développement importateurs, et ceux des pays les moins avancés qui sont membres, dont les intérêts sont lésés par des mesures prises en application du présent Accord, peuvent s'adresser au Conseil pour des mesures différenciées et correctives appropriées. Le Conseil envisage de prendre de telles mesures appropriées conformément aux paragraphes 3 et 4 de la section III de la résolution 93 (IV) de la Conférence des Nations Unies sur le commerce et le développement.

Article 53

Dispenses

1. Quand des circonstances exceptionnelles ou des raisons de force majeure qui ne sont pas expressément envisagées dans le présent Accord l'exigent, le Conseil peut, par un vote spécial, dispenser un membre d'une obligation prescrite par le présent Accord si les explications données par ce membre le convainquent quant aux raisons qui l'empêchent de respecter cette obligation.

2. Quand il accorde une dispense à un membre en vertu du paragraphe 1 du présent article, le Conseil précise les modalités, les conditions, la durée et les motifs de cette dispense.

Article 54

Normes de travail équitables

Les membres déclarent qu'ils s'efforceront d'appliquer des normes de travail propres à améliorer le niveau de vie de la main-d'oeuvre dans leur secteur du caoutchouc naturel.

CHAPITRE XIV - PLAINTES ET DIFFERENDS

Article 55

Plaintes

1. Toute plainte contre un membre pour manquement aux obligations que le présent Accord lui impose est, à la demande du membre auteur de la plainte, déférée au Conseil, qui statue après consultation des membres intéressés.

2. La décision par laquelle le Conseil conclut qu'un membre a manqué aux obligations que le présent Accord lui impose spécifie la nature du manquement.

3. Toutes les fois qu'il conclut, que ce soit ou non à la suite d'une plainte, qu'un membre a enfreint le présent Accord, le Conseil peut, par un vote spécial et sans préjudice des autres mesures expressément prévues dans d'autres articles du présent accord :

a) suspendre les droits de vote de ce membre au Conseil et, s'il le juge nécessaire, suspendre tous autres droits du membre en question, y compris le droit d'exercer une fonction au Conseil ou à l'un quelconque des comités institués en application de l'article 19 ainsi que le droit d'être admis comme membre de ces comités, jusqu'à ce qu'il se soit acquitté de ses obligations; ou

b) prendre la décision prévue à l'article 65, si le manquement entrave sérieusement le fonctionnement du présent Accord.

Article 56

Différends

1. Tout différend relatif à l'interprétation ou à l'application du présent Accord qui n'est pas réglé entre les membres en cause est, à la demande de tout membre partie au différend, déféré au Conseil pour décision.

2. Quand un différend est déféré au Conseil en vertu du paragraphe 1 du présent article, une majorité des membres détenant au moins le tiers du total des voix peut demander au Conseil de prendre, après examen de l'affaire et avant de rendre sa décision, l'opinion, sur la question en litige, d'une commission consultative, constituée ainsi qu'il est indiqué au paragraphe 3 du présent article.

3. a) A moins que le Conseil, par un vote spécial, n'en décide autrement, la commission consultative est composée de cinq personnes se répartissant comme suit :

i) deux personnes, désignées par les membres exportateurs, dont l'une possède une grande expérience des questions du genre de celle qui est en litige et l'autre est un juriste qualifié et expérimenté;

ii) deux personnes de qualifications analogues, désignées par les membres importateurs;

iii) un président choisi à l'unanimité par les quatre personnes désignées conformément aux alinéas i) et ii) du présent sous-paragraphe, ou, en cas de désaccord entre elles, par le Président du Conseil.

b) Des ressortissants de membres et de non-membres peuvent siéger à la commission consultative.

c) Les membres de la commission consultative siègent à titre personnel et sans recevoir d'instructions d'aucun gouvernement.

d) Les dépenses de la commission consultative sont à la charge de l'Organisation.

4. L'opinion motivée de la commission consultative est soumise au Conseil qui, après avoir pris en considération toutes les données pertinentes, statue par un vote spécial.

CHAPITRE XV - CLAUSES FINALES

Article 57

Signature

Le présent Accord sera ouvert à la signature des Gouvernements invités à la Conférence des Nations Unies sur le caoutchouc naturel, 1978, au Siège de l'Organisation des Nations Unies, du 2 janvier au 30 juin 1980 inclus.

Article 58

Dépositaire

Le Secrétaire général de l'Organisation des Nations Unies est désigné comme dépositaire du présent Accord.

Article 59

Ratification, acceptation et approbation

1. Le présent Accord est sujet à ratification, acceptation ou approbation par les gouvernements signataires conformément à leur procédure constitutionnelle ou institutionnelle.

2. Les instruments de ratification, d'approbation ou d'acceptation seront déposés auprès du dépositaire le 30 septembre 1980 au plus tard. Le Conseil pourra, toutefois, accorder des délais aux gouvernements signataires qui n'auront pu déposer leur instrument à cette date.

3. Chaque gouvernement qui dépose un instrument de ratification, d'acceptation ou d'approbation se déclare, au moment du dépôt, membre exportateur ou membre importateur.

Article 60

Notification d'application à titre provisoire

1. Un gouvernement signataire qui a l'intention de ratifier, d'accepter ou d'approuver le présent Accord, ou un gouvernement pour lequel le Conseil a fixé des conditions d'adhésion mais qui n'a pas encore pu déposer son instrument, peut, à tout moment, notifier au dépositaire qu'il appliquera intégralement le présent Accord à titre provisoire, soit quand celui-ci entrera en vigueur conformément à l'article 61, soit, s'il est déjà en vigueur, à une date spécifiée.

2. Nonobstant les dispositions du paragraphe 1 du présent article, un gouvernement peut stipuler, dans sa notification d'application à titre provisoire, qu'il appliquera le présent Accord seulement dans les limites de ses procédures constitutionnelles et/ou législatives. Le gouvernement qui fait une telle stipulation doit toutefois honorer toutes ses obligations financières relatives

au Compte administratif. La qualité de membre provisoire reconnue au gouvernement qui fait une telle notification ne l'est que pour les 18 mois suivant l'entrée en vigueur provisoire du présent Accord. S'il s'avère nécessaire de procéder à un appel de fonds destinés au Compte du stock régulateur pendant les 18 mois en question, le Conseil prend une décision quant au statut d'un gouvernement ayant la qualité de membre provisoire en vertu du présent paragraphe.

Article 61

Entrée en vigueur

1. Le présent Accord entrera en vigueur à titre définitif le 1er octobre 1980, ou à toute date ultérieure, si, à cette date, des gouvernements totalisant au moins 80 % des exportations nettes indiquées à l'annexe A du présent Accord, et des gouvernements totalisant au moins 80 % des importations nettes indiquées à l'annexe B du présent Accord, ont déposé leurs instruments de ratification, d'acceptation, d'approbation ou d'adhésion, ou ont assumé dans son intégralité leur engagement financier à l'égard du présent Accord.

2. Le présent Accord entrera en vigueur à titre provisoire le 1er octobre 1980, ou à une date quelconque dans les deux années qui suivront, si, à cette date, des gouvernements totalisant au moins 65 % des exportations nettes indiquées à l'annexe A du présent Accord, et des gouvernements totalisant au moins 65 % des importations nettes indiquées à l'annexe B du présent Accord, ont déposé leurs instruments de ratification, d'acceptation ou d'approbation, ou ont notifié au dépositaire en vertu de l'article 60 qu'ils appliqueront le présent Accord à titre provisoire. Le présent Accord restera en vigueur à titre provisoire pendant 18 mois au maximum, à moins qu'il n'entre en vigueur à titre définitif en vertu du paragraphe 1 du présent article ou que le Conseil n'en décide autrement en application du paragraphe 4 du présent article.

3. Si le présent Accord n'entre pas en vigueur à titre provisoire en application du paragraphe 2 du présent article dans un délai de deux ans à compter du 1er octobre 1980, le Secrétaire général de l'Organisation des Nations Unies invitera, aussitôt qu'il le jugera possible après cette date, les gouvernements qui auront déposé leurs instruments de ratification, d'acceptation, d'approbation ou d'adhésion, ou qui lui auront notifié qu'ils appliqueront le présent Accord à titre provisoire, et tous les autres gouvernements qui ont participé à la Conférence des Nations Unies sur le caoutchouc naturel, 1978, à se réunir en vue de recommander si les gouvernements qui sont en mesure de le faire devraient ou non prendre les mesures nécessaires pour mettre le présent Accord en vigueur entre eux, à titre provisoire ou définitif, en totalité ou en partie. Si aucune conclusion n'est arrêtée à cette réunion, le Secrétaire général de l'Organisation des Nations Unies pourra convoquer ultérieurement d'autres réunions semblables s'il le juge approprié.

4. Si les conditions prévues au paragraphe 1 du présent article pour l'entrée en vigueur définitive du présent Accord ne sont pas remplies pendant la période de 18 mois civils durant laquelle l'Accord était en vigueur à titre provisoire en vertu du paragraphe 2 du présent article, le Secrétaire général de l'Organisation des Nations Unies convoquera, aussitôt qu'il le jugera possible mais en tout état de cause avant l'expiration de la période de 18 mois susmentionnée, les gouvernements qui auront déposé leurs instruments de ratification, d'acceptation, d'approbation ou d'adhésion, ou qui lui auront notifié qu'ils appliqueront le présent Accord à titre provisoire, et tous les autres gouvernements qui ont participé à la Conférence des Nations Unies sur le caoutchouc naturel, 1978, afin d'examiner l'avenir du présent Accord. Compte tenu des recommandations de la réunion convoquée par le Secrétaire général de l'Organisation des Nations Unies, le Conseil se réunira pour décider de l'avenir du présent Accord. Le Conseil, par un vote spécial, décidera alors :

a) de mettre le présent Accord en vigueur à titre définitif entre les membres du moment, en totalité ou en partie;

b) de maintenir le présent Accord en vigueur à titre provisoire entre les membres du moment, en totalité ou en partie, pour une année de plus; ou

c) de renégocier le présent Accord.

Si le Conseil n'arrive à aucune décision. le présent Accord prendra fin à l'expiration de la période de 18 mois.

5. Si un gouvernement dépose son instrument de ratification, d'acceptation, d'approbation ou d'adhésion après l'entrée en vigueur du présent Accord, celui-ci entrera en vigueur pour ledit gouvernement à la date de ce dépôt.

6. Le Secrétaire général de l'Organisation des Nations Unies convoquera la première session du Conseil aussitôt que possible après l'entrée en vigueur du présent Accord.

Article 62

Adhésion

1. Les gouvernements de tous les Etats peuvent adhérer au présent Accord aux conditions que le Conseil détermine et qui comprennent un délai pour le dépôt des instruments d'adhésion. Le Conseil peut toutefois accorder une prorogation aux gouvernements qui ne peuvent pas déposer leur instrument d'adhésion dans le délai fixé.

2. L'adhésion se fait par le dépôt d'un instrument d'adhésion auprès du dépositaire.

Article 63

Amendements

1. Le Conseil peut, par un vote spécial, recommander aux membres des amendements au présent Accord.

2. Le Conseil fixe la date à laquelle les membres doivent notifier au dépositaire qu'ils acceptent l'amendement.

3. Tout amendement entre en vigueur 90 jours après que le dépositaire a reçu des notifications d'acceptation de membres constituant au moins les deux tiers des membres exportateurs et totalisant au moins 85 % des voix des membres exportateurs, et de membres constituant au moins les deux tiers des membres importateurs et totalisant au moins 85 % des voix des membres importateurs.

4. Après que le dépositaire a informé le Conseil que les conditions requises pour l'entrée en vigueur de l'amendement ont été satisfaites, et nonobstant les dispositions du paragraphe 2 du présent article relatives à la date fixée par le Conseil, tout membre peut encore notifier au dépositaire qu'il accepte l'amendement, à condition que cette notification soit faite avant l'entrée en vigueur de l'amendement.

5. Tout membre qui n'a pas notifié son acceptation d'un amendement à la date à laquelle ledit amendement entre en vigueur cesse d'être partie contractante au présent Accord à compter de cette date, à moins qu'il n'ait prouvé au Conseil qu'il n'a pas pu accepter l'amendement en temps voulu par suite de difficultés rencontrées pour mener à terme sa procédure constitutionnelle ou institutionnelle et que le Conseil ne décide de prolonger pour ledit membre le délai d'acceptation. Ce membre n'est pas lié par l'amendement tant qu'il n'a pas notifié qu'il l'accepte.

6. Si les conditions requises pour l'entrée en vigueur de l'amendement ne sont pas satisfaites à la date fixée par le Conseil conformément au paragraphe 2 du présent article, l'amendement est réputé retiré.

Article 64

Retrait

1. Tout membre peut se retirer du présent Accord à tout moment après l'entrée en vigueur de celui-ci en notifiant son retrait au dépositaire. Ledit membre informe simultanément le Conseil de la décision qu'il a prise.

2. Un an après que sa notification a été reçue par le dépositaire, ledit membre cesse d'être partie contractante au présent Accord.

Article 65

Exclusion

Si le Conseil conclut qu'un membre a manqué aux obligations que le présent Accord lui impose et s'il décide en outre que ce manquement entrave sérieusement le fonctionnement du présent Accord, il peut, par un vote spécial, exclure ce membre du présent Accord. Le Conseil en donne immédiatement notification au dépositaire. Ledit membre cesse d'être partie contractante au présent Accord un an après la date de la décision du Conseil.

Article 66

Liquidation des comptes de membres qui se retirent ou sont exclus ou de membres qui ne sont pas en mesure d'accepter un amendement

1. Conformément au présent article, le Conseil procède à la liquidation des comptes d'un membre qui cesse d'être partie contractante au présent Accord en raison :

a) de la non-acceptation d'un amendement au présent Accord en application de l'article 63;

b) du retrait du présent Accord en application de l'article 64; ou

c) de l'exclusion du présent Accord en application de l'article 65.

2. Le Conseil garde toute contribution versée au Compte administratif par un membre qui cesse d'être partie contractante au présent Accord.

3. Le Conseil rembourse, conformément à l'article 41, la part que détient dans le Compte du stock régulateur un membre qui cesse d'être partie contractante par suite de non-acceptation d'un amendement au présent Accord, de retrait ou d'exclusion, déduction faite de la part dudit membre dans d'éventuels excédents.

a) Le remboursement à un membre qui cesse d'être partie contractante en raison de la non-acceptation d'un amendement au présent Accord est effectué un an après que l'amendement en cause est entré en vigueur.

b) Le remboursement à un membre qui se retire est effectué dans un délai de 60 jours après que ledit membre cesse d'être partie contractante au présent Accord, à moins que par suite de ce retrait, le Conseil décide de mettre fin au présent Accord, en application du paragraphe 6 de l'article 67, avant le remboursement, auquel cas les dispositions de l'article 41 et du paragraphe 7 de l'article 67 sont applicables.

c) Le remboursement à un membre qui est exclu est effectué dans un délai de 60 jours après que ledit membre cesse d'être partie contractante au présent Accord.

4. Si le Compte du stock régulateur ne peut effectuer le remboursement en espèces exigible en application de l'alinéa a), b) ou c) du paragraphe 3 du présent article sans que la viabilité du Compte du stock régulateur en soit compromise ou sans qu'il soit nécessaire de procéder à un appel de contributions supplémentaires auprès des membres pour couvrir le montant à rembourser, le remboursement est différé jusqu'à ce que la quantité nécessaire de caoutchouc naturel du stock régulateur puisse être vendue à un prix égal ou supérieur au prix d'intervention supérieur. Si, avant la fin de la période d'une année stipulée à l'article 64, le Conseil informe un membre qui se retire que le remboursement devra être différé conformément au présent paragraphe, la période d'une année entre la notification de l'intention de retrait et le retrait effectif peut, si le membre qui se retire le désire, être prolongée jusqu'à ce que le Conseil informe ce membre que le remboursement de sa part peut être effectué dans les 60 jours.

5. Un membre qui a reçu en remboursement un montant approprié en application du présent article n'aura droit à aucune part du produit de la liquidation de l'Organisation. Il ne pourra lui être imputé non plus aucun déficit éventuel de l'Organisation après que le remboursement aura été effectué.

Article 67

Durée, prorogation et fin du présent Accord

1. Le présent Accord restera en vigueur pendant une période de cinq ans à compter de la date d'entrée en vigueur, à moins qu'il ne soit prorogé en application du paragraphe 2, 3 ou 4 du présent article ou qu'il n'y soit mis fin en application du paragraphe 5 ou 6 du présent article.

2. Avant l'expiration de la période de cinq ans visée au paragraphe 1 du présent article, le Conseil peut, par un vote spécial, décider de proroger le présent Accord pour une période ne dépassant pas deux ans et/ou de le renégocier. Le Conseil notifie cette ou ces décisions au dépositaire.

3. Si, avant l'expiration de la période de cinq ans visée au paragraphe 1 du présent article, les négociations en vue d'un nouvel accord destiné à remplacer le présent Accord n'ont pas encore abouti, le Conseil peut, par un vote spécial, proroger le présent Accord pour une période ne dépassant pas deux ans. Le Conseil notifie cette prorogation au dépositaire.

4. Si, avant l'expiration de la période de cinq ans visée au paragraphe 1 du présent article, un nouvel accord destiné à remplacer le présent Accord a été négocié mais n'est pas encore entré en vigueur à titre provisoire ou définitif, le Conseil peut, par un vote spécial, proroger le présent Accord jusqu'à l'entrée en vigueur à titre provisoire ou définitif du nouvel accord, sous réserve que cette prorogation ne dépasse pas deux ans. Le Conseil notifie la prorogation au dépositaire.

5. Si un nouvel accord international sur le caoutchouc naturel est négocié et entre en vigueur alors que le présent Accord est en cours de prorogation conformément au paragraphe 2, 3 ou 4 du présent article, le présent Accord, tel qu'il a été prorogé, prend fin au moment de l'entrée en vigueur du nouvel accord.

6. Le Conseil peut à tout moment, par un vote spécial, décider de mettre fin au présent Accord avec effet à la date de son choix. Le Conseil notifie sa décision au dépositaire.

7. Nonobstant la fin du présent Accord, le Conseil continue d'exister pendant une période ne dépassant pas trois ans pour procéder à la liquidation de l'Organisation, y compris la liquidation des comptes, et à la cession des avoirs en conformité des dispositions de l'article 41 et sous réserve des décisions pertinentes à prendre par un vote spécial, et il a, pendant ladite période, les pouvoirs et fonctions qui peuvent lui être nécessaires à ces fins.

Article 68

Réserves

Aucune réserve ne peut être faite en ce qui concerne l'une quelconque des dispositions du présent Accord.

Article 69

Textes du présent Accord faisant foi

Les textes du présent Accord en anglais, chinois, espagnol, français et russe font tous également foi.

EN FOI DE QUOI les soussignés, dûment autorisés à cet effet par leur gouvernement, ont signé le présent Accord à la date qui figure en regard de leur signature.

FAIT à Genève, le six octobre mille neuf cent soixante-dix-neuf.

Annexe A

Pays exportateurs et leurs parts, calculées aux fins de l'article 61, dans le total des exportations nettes des pays ayant participé à la Conférence des Nations Unies sur le caoutchouc naturel

	Pourcentages[a]
Bolivie	0,081
Cameroun	0,514
Inde	0,199
Indonésie	25,387
Libéria	2,551
Malaisie	48,218
Nigéria	1,313
Papouasie-Nouvelle-Guinée	0,150
Philippines	0,018
Singapour	4,406
Sri Lanka	4,367
Thaïlande	12,004
Zaïre	0,792
Total	100,000

a/ Il s'agit des parts exprimées en pourcentage du total des exportations nettes de caoutchouc naturel pendant la période quinquennale allant de 1974 à 1978.

Annexe B

Pays et groupes de pays importateurs et leurs parts, calculées aux fins de l'article 61, dans le total des importations nettes des pays ayant participé à la Conférence des Nations Unies sur le caoutchouc naturel

	Pourcentages[a]
Algérie	0,081
Australie	1,467
Autriche	0,683
Brésil	1,836
Bulgarie	0,394
Canada	2,934
Chine	7,707
Communauté économique européenne	23,283
Allemagne, République fédérale d'	6,435
Belgique/Luxembourg	0,772
Danemark	0,171
France	5,428
Irlande	0,273
Italie	4,150
Pays-Bas	0,733
Royaume-Uni	5,321
Egypte	0,097
Equateur	0,050
Espagne	3,178
Etats-Unis	24,756
Iraq	0,051
Finlande	0,226
Ghana	0,141
Guatemala	0,070
Hongrie	0,534
Japon	10,780
Madagascar	0,000
Malte	0,000
Maroc	0,150
Mexique	1,325

	Pourcentages
Norvège	0,094
Nouvelle-Zélande	0,291
Panama	0,000
Pérou	0,225
Pologne	1,980
République arabe syrienne	0,014
République de Corée	3,189
République démocratique allemande	1,258
Roumanie	1,529
Somalie	0,000
Suède	0,439
Suisse	0,122
Tchécoslovaquie	1,810
Tunisie	0,008
Turquie	0,758
Union des Républiques socialistes soviétiques	7,148
Uruguay	0,117
Venezuela	0,306
Yougoslavie	0,969
Total	100,000

a/ Il s'agit des parts exprimées en pourcentage du total des importations nettes de caoutchouc naturel pendant la période triennale 1976, 1977 et 1978.

Annexe C

Coût estimatif du stock régulateur, calculé par le Président de la Conférence des Nations Unies sur le caoutchouc naturel, 1978

Le coût de l'acquisition et du fonctionnement d'un stock régulateur de 550 000 tonnes pourrait, en temps normal, se calculer en multipliant ce chiffre par le prix de déclenchement inférieur (168 cents de Malaisie/Singapour le kilogramme) et en ajoutant au résultat un montant équivalant à 10 % de ce prix.

1979年国际天然胶协定

联合国

1979

序 言

缔约各方，

回顾关于《建立新的国际经济秩序宣言》和《行动纲领》，*

特别认识到联合国贸易和发展会议第四届会议和第五届会议分别通过的关于商品综合方案的第93(IV)号决议和第124(V)号决议的重要性，

认识到天然胶对于各成员经济的重要性，尤其是对出口成员的出口以及对进口成员的供应需要的重要性，

又认识到稳定天然胶价格是符合生产者、消费者和天然胶市场的利益的，而国际天然胶协定可以有力地帮助天然胶工业的增长和发展，对生产者和消费者都有利，

一致同意如下：

* 联大1974年5月1日第3201(S－VI)和第3202(S－VI)号决议。

第一章 — 宗旨

第 1 条

宗 旨

为了达到联合国贸易和发展会议关于商品综合方案的第93(IV)和第124(V)号决议规定的有关目标，兹制订1979年国际天然胶协定（下称“本协定”）的宗旨如下：

(a) 取得天然胶供求的平衡增长，从而帮助减轻天然胶过剩或短缺所引起的严重困难；

(b) 通过防止天然胶价格的过分波动，使天然胶贸易达到稳定的状况，因为这种波动对生产者和消费者双方的长期利益都有不利的影响，并为生产者和消费者的利益，使这些价格稳定，而不使长期的市场趋势失常；

(c) 帮助稳定出口成员出口天然胶所得的收益，并在以公平、有利的价格扩大天然胶出口数量的基础上增加它们的收益，从而帮助提供必要的鼓励，使生产率有力上升，并提供资源，加速经济增长和社会发展；

(d) 设法保证天然胶供应充分，以公平、合理的价格满足进口成员的需要，并增加天然胶供应的可靠性和持续性；

(e) 在天然胶过剩或短缺时，采取可行的步骤，以减轻成员可能遭遇的经济困难；

(f) 设法扩大天然胶及其加工产品的国际贸易，增加其进入市场的机会；

(g) 鼓励关于天然胶问题的研究与发展，从而提高天然胶的竞争能力；

(h) 设法帮助和推动改善生天然胶的加工、销售和经销，从而鼓励天然胶经济的有效发展；

(i) 促进影响供求的天然胶事务的国际合作和协商，帮助推动和协调天然胶的研究、援助和其他计划。

第二章 — 定义

第 2 条

定 义

本协定中：

(1) “天然胶”指巴西三叶胶树或理事会为本协定目的可能决定的任何其他植物所产的固体或液体未硫化弹性体。

(2) “缔约方”指同意暂时或确定受本协定约束的政府，或第5条所述的政府间组织。

(3) “成员”指符合本条定义(2)的缔约方。

(4) “出口成员”指出口天然胶并自己宣布为出口成员的成员，但需经理事会同意。

(5) “进口成员”指进口天然胶并自己宣布为进口成员的成员，但需经理事会同意。

(6) “本组织”指第3条所述的国际天然胶组织。

(7) “理事会”指第6条所述的国际天然胶理事会。

(8) “特别表决”指需要以出席并参加表决的出口成员所投票数至少三分之二、出席并参加表决的进口成员所投票数至少三分之二作出的表决，两种票数分开计算，但投票者至少需占出席并参加表决的每一类成员的半数。

(9) “天然胶出口”指任何天然胶离开任一成员的海关辖区；“天然胶进口”指任何天然胶进入任一成员的海关辖区。 在这两项定义中，如一成员拥有一个以上的海关辖区，其海关辖区应视为指该成员各海关辖区的总和。

(10) “简单分配多数表决”指需要以出席并参加表决的出口成员所投票数的半数以上、出席并参加表决的进口成员所投票数的半数以上作出的表决，两种票数分开计算。

(11) “自由流通货币”指德国马克、法国法郎、日元、英镑和美元。

(12) “财政年度”指1月1日起至12月31日止的期间。

(13) "生效"指本协定根据第61条规定暂时生效或确定生效的日期。

(14) "吨"指公吨，即1,000公斤。

(15) "政府许诺"指成员向理事会承担财政义务，保证为应急缓冲储存提供资金，理事会可根据第28条，催收这种资金，以便履行其财政义务。成员只就其许诺的金额向理事会负责。

(16) "马来西亚／新加坡分"指按现行汇率计算得出的马来西亚分和新加坡分的平均数。

(17) "成员的时间加权净分摊额"指按成员加入本组织的年数加权计算的净分摊额。

第三章 — 组织和行政

第 3 条

国际天然胶组织的设立、总部和结构

1. 兹设立国际天然胶组织以实施本协定的条款和监督本协定的执行。

2. 本组织通过国际天然胶理事会、其执行主任和工作人员以及本协定中规定的其他机构行使职责。

3. 理事会第一届会议应以特别表决决定本组织的总部设在吉隆坡或伦敦。

4. 本组织的总部任何时候都应设在一个成员的领土内。

第 4 条

本组织的成员

1. 成员分为两类，即：

(a) 出口成员，

(b) 进口成员。

2. 理事会应充分考虑到第25和第28条的规定，制订本条第1款列明的成员类别的变更标准。 符合这种标准的成员可改变其成员类别，但需经理事会以特别表决同意。

3. 每一缔约方为本组织的一个成员。

第 5 条

政府间组织的成员资格

1. 本协定中任何地方提到“一个政府”或“各政府”，均应解释为包括欧洲经济共同体和任何对国际协定、特别是商品协定负有谈判、缔结和实施责任的政府间组织。

因此，就上述政府间组织而论，本协定中任何地方提到签字、批准、接受或同意、暂时适用通知、或加入，均应解释为包括这种政府间组织的签字、批准、接受或同意、暂时适用通知、或加入。

2. 这种政府间组织就其主管范围内的事项行使表决权，其表决票数等于按照第15条规定分配给其成员国的票数的总和。

第四章 — 国际天然胶理事会

第 6 条

国际天然胶理事会的组成

1．本组织的最高权力机关为国际天然胶理事会，由本组织全体成员组成。

2．每一成员在理事会内有一名代表，并可指派若干副代表和顾问出席理事会会议。

3．代表缺席时或在其他特殊情况下，副代表有权代行代表的职权和表决权。

第 7 条

理事会的权力和职责

1．理事会应行使为贯彻本协定条款所必需的一切权力，应履行或安排履行为贯彻本协定条款所必需的一切职责。

2．理事会应以特别表决通过为贯彻本协定条款所必需、并符合本协定条款的规章条例。 这些规章条例包括理事会本身和根据第 19 条设立的各委员会的议事规则、缓冲储存的管理和经营规则、本组织的财务条例和工作人员条例。 理事会在其议事规则中可规定一项程序，按此可不经开会而决定特定问题。

3．理事会应编制为履行本协定规定的职责所需记录。

4．理事会应发表关于本组织活动的年度报告和它认为适当的其他资料。

第 8 条

特殊情况下的借款

1．理事会得以特别表决为缓冲储存帐户和（或）行政帐户向商业来沅借款，以弥补其中任一帐户的核准开支和所需分摊额之间的差额所造成的亏缺。 若借款是由于某

一成员拖延缴付分摊额所致，拖欠的成员，除悉数支付分摊额外，必须负担理事会因借款引起的财政费用。

2．任何成员可自行斟酌决定直接以现金向有关帐户缴付它在所需资金中所占的份额，代替理事会的商业借款。

第 9 条

授　权

1．理事会得以特别表决授权任何根据第 19 条设立的委员会行使其按照本协定规定无需理事会特别表决的任何一项或全部权力。　尽管有这种授权，理事会仍得于任何时候对业已授权其任一委员会处理的问题，进行讨论和作出决定。

2．理事会得以特别表决撤回授予某一委员会的任何权力。

第 10 条

同其他组织的合作

1．理事会可作出一切适当安排，同联合国、联合国所属机构、专门机构和其他适当的政府间组织进行协商或合作。

2．理事会也可作出安排，同适当的国际非政府组织保持联系。

第 11 条

准许观察员参加

理事会可邀请任何非成员政府或第 10 条所指的任何组织，以观察员身分参加理事会的任何会议，或根据第 19 条设立的任何委员会的任何会议。

第 12 条

主席和副主席

1．理事会每年选出一位主席和一位副主席。

2．主席和副主席中，一位从出口成员代表中选出，另一位从进口成员代表中选出。这两个职位由这两类成员每年交替担任，但这项规定不妨碍理事会在特殊情况下以特别表决连选原任主席和副主席或其中任何一位。

3．主席暂时缺席时，由副主席代理。 主席和副主席同时暂时缺席、或一人长期缺席、或二人同时长期缺席时，理事会可视情况从出口成员和（或）进口成员代表中另选所需的临时或长期的主席团新成员。

4．主席或主持理事会会议的任何其他主席团成员不得在该会议上投票，但得授权属于同类成员的另一代表行使前者所代表的成员的表决权。

第 13 条

执行主任、缓冲储存经理和其他工作人员

1．理事会应以特别表决任命一位执行主任和一位缓冲储存经理。

2．执行主任和缓冲储存经理的任用条件由理事会决定。

3．执行主任是本组织的行政首长，他遵照理事会的决定就本协定的管理和实施对理事会负责。

4．缓冲储存经理就本协定授予他的职责以及理事会所决定的其他职责，对执行主任和理事会负责。 缓冲储存经理应负责缓冲储存的日常经营，并将缓冲储存的一般经营情况经常向执行主任汇报，以便执行主任可确保缓冲储存有效地达到本协定的各项目标。

5．执行主任应按照理事会制订的条例任命工作人员。 工作人员对执行主任负责。

6．执行主任和任何工作人员，包括缓冲储存经理在内，都不得在橡胶工业、橡胶贸易或有关的商务活动方面拥有任何经济利益。

7．执行主任、缓冲储存经理和其他工作人员在履行其职责时，不得征求或接受任何成员、理事会或根据第 19 条设立的任何委员会以外的任何其他当局的指示。 他们应避免任何可能损害其作为只对理事会负责的国际行政人员地位的行为。 各成员应尊重执行主任、缓冲储存经理和其他工作人员的职责的纯粹国际性质，不得企图影响他们执行其职责。

第 14 条

会 议

1．理事会通常每半年举行一届常会。

2．理事会除在本协定明确规定的情况下举行会议外，得根据其所作决定或以下各方的要求，举行特别会议：

(a) 理事会主席；

(b) 执行主任；

(c) 出口成员的多数；

(d) 进口成员的多数；

(e) 拥有至少 200 票的一个或多个出口成员；

(f) 拥有至少 200 票的一个或多个进口成员。

3．会议在本组织总部举行，除非理事会以特别表决另作决定。 若理事会应任何成员邀请，在本组织总部以外地点举行会议，该成员应负担理事会的额外开支。

4．执行主任应将召开任何会议的通知和会议议程至迟在开会前 30 日送达各成员，迁紧急情况时，通知至迟应在开会前七日送达。

第 15 条

表决票数的分配

1．出口成员共有1,000表决票，进口成员共有1,000表决票。

2．每一出口成员从这1,000表决票中先分得一票，若一出口成员的年净出口额低于10,000吨，则不先分票。 其余票数尽量按表决票分配前第六个日历年算起的五个日历年期间各出口成员的天然胶净出口额的比例，在出口成员间分配，但新加坡在这期间的天然胶净出口额，应以它在该期间出口总额的13％计算。

3．进口成员的表决票按表决票分配前第四个日历年算起的三个日历年期间各该成员的天然胶平均净进口额的比例，在它们间分配，但每一进口成员均能得到一票，即使其净进口额不足分得一票的比例。

4．就本条第2、第3款、第28条关于进口成员分摊额的第2、第3款、以及第39条而言，理事会第一届会议应制订一个出口成员净出口额表和一个进口成员净进口额表，并按本条规定每年加以修订。

5．表决票的分配只以整数计算。 除了本条第3款所规定，少于一的数目按四舍五入方式处理。

6．理事会应按本条规定，在每一财政年度第一届会议开始时分配该年的表决票数。这项分配对这一年的其余时间有效，但本条第7款所规定的情形例外。

7．凡迁本组织成员有所更动，或任何成员的表决权按本协定任一规定被中止或恢复时，理事会应按本条规定重新分配受影响的成员类别的表决票数。

8．若有成员根据第65条被除名，或有成员根据第64或第63条退出，使任一类剩余成员的总贸易额低于80％，理事会应召开会议，决定本协定的条件规定和前途，其中特别包括需要维持有效的缓冲储存经营而不造成剩余成员过重的资金负担。

第 16 条

表决程序

1．每一成员有权投出它在理事会拥有的票数，但不得将其表决票分投两处。

2．以书面通知理事会主席后，任何出口成员得授权任何其他出口成员，任何进口成员亦得授权任何其他进口成员，在理事会任何一届或一次会议上，代表其利益并代行其表决权。

3．一成员经另一成员授权代投后者表决票数时，应依授权者的意愿投票。

4．弃权的成员视为没有参加投票。

第 17 条

法定人数

1．理事会任一次会议的法定人数为出口成员多数和进口成员多数、并至少拥有各该类成员表决票总数的三分之二的成员的出席。

2．如在规定开会之日和第二日均未达到本条第1款规定的法定人数，第三日和以后的法定人数为出口成员多数和进口成员多数、并拥有各该类成员表决票总数的多数的成员的出席。

3．按第 16 条第2款规定授权他人代表者，视为出席。

第 18 条

决　定

1．除非本协定另有规定，理事会所有决定和所有建议均以简单分配多数表决作出。

2．当一成员援用第16条规定的方式在理事会会议上投票，就本条第1款而言，该成员视为出席并参加表决。

第 19 条

委员会的设立

1．兹设立下列委员会：

(a) 行政委员会；

(b) 缓冲储存经营委员会；

(c) 统计委员会；

(d) 其他措施委员会。

理事会并得以特别表决设立其他委员会。

2．每一委员会均对理事会负责。 理事会应以特别表决决定每一委员会的成员和职权范围。

第 20 条

专家组

1．理事会应设立专家组，由出口成员和进口成员的橡胶工业界和贸易界专家组成。

2．专家组应特别就缓冲储存的经营和第 44 条所述的其他措施，向理事会及其各委员会提供意见和协助。

3．专家组的成员、职责和行政安排由理事会决定。

第五章 — 特权与豁免

第 21 条

特权与豁免

1. 本组织具有法人地位，特别具有订立契约、取得与处置动产和不动产、以及起诉的能力。

2. 本组织在本协定生效后，应尽快同本组织总部所在国政府（下称“东道国政府”）就本组织、其执行主任、工作人员、专家、各成员代表团为履行其职责而在情理上需要的地位、特权与豁免签订协定（下称“总部协定”）。

3. 在总部协定签订之前，本组织应请东道国政府在符合其国家法律范围内对本组织支付雇用人员的薪酬和本组织的资产、收入及其他财产，免予课税。

4. 本组织并得同一个或多个政府签订关于为本协定顺利执行所需特权与豁免的协定，交由理事会批准。

5. 若本组织总部迁移到另一国家，该国政府应尽快同本组织签订总部协定，交由理事会批准。

6. 总部协定同本协定分别存在。 它在下述情况下宣布终止：

(a) 经东道国政府同本组织协商同意；

(b) 本组织总部从东道国政府的领土迁离；或

(c) 本组织停止存在。

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第六章 — 帐户和审计

第 22 条

财务帐户

1. 为本协定的实施和管理，应设立两个帐户：

(a) 缓冲储存帐户；

(b) 行政帐户。

2. 有关设立、经营和维持缓冲储存的下列一切收入和开支，均记入缓冲储存帐户：根据第28条各成员的分摊额、根据第8条为缓冲储存帐户进行的借款、借款的还本付息、出售缓冲储存所得、缓冲储存帐户存款利息、购买储存费用、佣金、贮藏费、运输和装卸费、保险费、更换费。 但理事会得以特别表决，把任何其他由于缓冲储存交易或经营而产生的收入或开支记入缓冲储存帐户。

3. 有关实施本协定的一切其他收入和开支，均记入行政帐户。 这种开支一般以成员根据第25条评定的分摊额支付。

4. 本组织不负责出席理事会或根据第19条设立的任何委员会的代表团或观察员的费用。

第 23 条

付款方式

向行政帐户和缓冲储存帐户缴付的现金应是自由流通货币，或可在主要外汇市场上兑换成自由流通货币的货币，不受外汇管制所限制。

第 24 条

审 计

1. 理事会应任命审计员，审查帐目。

2. 经独立审查的行政帐目和缓冲储存帐目报表，应在每一财政年度终了三个月后尽早送交各成员，并由理事会酌情在下一届会议审议批准。 其后，审查帐目的摘要和资产负债表应予发表。

第七章 — 行政帐户

第 25 条

预算分摊额

1. 理事会应在本协定生效后的第一届会议上，核定从生效之日起到第一财政年度终了时这一期间的行政帐户的预算。 此后，理事会应在每一财政年度的下半年，核定下一财政年度的行政帐户的预算。 理事会应按本条第2款的规定，评定每一成员向该预算缴付的分摊额。

2. 每一财政年度行政预算中每一成员的分摊额，同该财政年度行政预算核定时该成员在所有成员表决票总数中拥有的票数成比例。 评定分摊额而计算每一成员的表决票数时，不考虑任何成员的表决权被中止或因此引起的票数重新分配。

3. 本协定生效后成为成员的任何政府对行政帐户的首次分摊额，由理事会根据该成员将拥有的表决票数和当时财政年度所余时间评定，其他成员的分摊额评定不变。

第 26 条

行政预算分摊额的缴付

1. 第一次行政预算分摊额在理事会第一届会议决定的日期缴付。 其后各次行政预算分摊额于每一财政年度开始的第一日缴付。 若一个政府在本协定生效后加入，其分摊额按第25条第3款评定，其中有关财政年度的分摊额应于理事会决定的日期缴付。

2. 若一成员未在本条第1款规定缴付分摊额之日起两个月内缴清其行政预算分摊额，执行主任应要求该成员尽快缴付。 若该成员未在执行主任提出要求后两个月内缴付其分摊额，其在本组织的表决权应予中止，除非理事会以特别表决另作决定。 若该成员在执行主任提出要求后四个月内仍未缴付其分摊额，理事会应中止其根据本协定所享有的一切权利，除非理事会以特别表决另作决定。

3. 对于迟缴的分摊额，理事会应从分摊额到期日起，视情况，按东道国的最优惠利率、或在根据第8条借款时按商业利率，征收利息费用.

4. 成员在其权利已根据本条第2款被中止后，仍然有责任缴付其分摊额以及履行其根据本协定所应承担的任何其他财政义务.

第八章 — 缓冲储存

第 27 条

缓冲储存的规模

为实现本协定的宗旨，应建立一国际缓冲储存。 缓冲储存的总额为 55 万吨。这是本协定稳定价格的唯一市场干预手段。 缓冲储存包括：

(a) 经常缓冲储存 40万吨，

(b) 应急缓冲储存 15 万吨。

第 28 条

缓冲储存的筹资

1. 本协定成员承诺为根据第 27 条设立的 55 万吨国际缓冲储存的总费用提供资金。

2. 经常储存和应急储存的资金由出口和进口两类成员平均负担。 除本条第3和第4款所规定，各成员按它们在理事会所占表决票数的比例向缓冲储存帐户缴付分摊额。

3. 任何进口成员，若为理事会根据第 15 条第4款所制订的附表列明占净进口总额 0.1 % 或低于 0.1 % 的份额，应向缓冲储存帐户缴付如下分摊额：

(a) 若该成员在净进口总额中所占份额低于或等于 0.1 % 但高于0.05 %，它的分摊额根据它在净进口总额中所占实际份额计算；

(b) 若该成员在净进口总额中所占份额等于或低于0.05 %，它的分摊额根据净进口总额 0.05 %的份额计算。

4. 在本协定根据第 61 条第2款或第4款(b)项暂时生效的任何时期内，每一出口或进口成员对缓冲储存帐户的资金承诺总额不得超过该成员的分摊额，按理事会根据第 15 条第4款制订的附表列明该成员在出口或进口两类成员各自负担的27.5万吨总额

中占的百分比所相应的表决票数计算。 在本协定暂时生效期间，各成员的财政义务由出口和进口两类成员平均分担。 任何时候，一类成员的承诺总额超过另一类，其中承诺总额之较大者应与较小者拉平，该类每一成员的表决票数也按理事会根据第 15 条第 4款制订的附表计算得出的表决票数比例，相应削减。

5. 40 万吨经常缓冲储存的总费用由成员以现金缴付的分摊额向缓冲储存帐户提供资金。 视情况，这些分摊额可由有关成员的适当机构缴付。

6. 15 万吨应急缓冲储存的总费用由成员以下列方式缴付分摊额供资：

(a) 由理事会以储存栈单以及政府担保或政府承担额作保，从商业来沅借入现金，和（或）

(b) 现金。

视情况，这些分摊额可由有关成员的适当机构提供。

7. 每一成员可自由选择根据第 6 款(a)项或(b)项的方式，或兼用两种方式缴付；无论是何种方式，现金均应存入缓冲储存帐户。 若根据第 6 款(a)项的方式借款，储存栈单的价值在当时缓冲储存总额的价值中所占的比例，不应超过这些成员在理事会所占表决票数的比例。 理事会根据第 6 款(a)项以其名义进行商业借贷的成员，应承担这种借款所引起的一切它们各自份内的债务责任。

8. 55 万吨国际缓冲储存的总费用由缓冲储存帐户支付。 这项费用包括购买和经营 55 万吨国际缓冲储存所涉及的一切开支。 若本协定附件 C 中的估计费用不敷支付购买和经营缓冲储存的总费用，理事会应召开会议，作出必要的安排，按照各成员所占表决票数的百分比，向它们催收必要的分摊额，以支付这种费用。

第 29 条

缓冲储存帐户分摊额的缴付

1. 首次向缓冲储存帐户缴付的分摊额为相当于 7,000万马来西亚元的现金。这项分摊额按各成员的表决票数百分比分摊，同时要考虑到第 28 条第 3款的规定。本协定暂时生效之日起 18 个月内，一俟执行主任接到所有成员通知，说明它们已有能力承担财政义务，这项分摊额即行催收。 这些首次分摊额应于执行主任催收后 45 日内缴付。

2. 执行主任可随时催收分摊额，但缓冲储存经理必须证明缓冲储存帐户在其后四个月内可能需要这项资金。

3. 催收分摊额时，成员须在通知之日起 30 日内缴付。 若经理事会中持有200表决票的任何一个或多个成员提出请求，理事会应召开特别会议，根据对其后三个月内经营缓冲储存所需的资金的估计，修改或否决这项催收决定。 若理事会未能作出决定，成员应遵从执行主任的决定缴付分摊额。

4. 为经常缓冲储存和应急缓冲储存催收的分摊额，其价值应以催收这项分摊额时有效的下限触发行动价格计算。

5. 应急缓冲储存分摊额应按下列办法催收：

(a) 理事会按照第 32 条的规定对数额达 30 万吨的储存进行审查时，应：

(一) 收到每一成员的一份声明，说明其根据第 28 条向应急缓冲储存提供资金的方法，

(二) 为及时执行应急缓冲储存作出一切必要的财政和其他安排，包括在必要时催收资金。

(b) 理事会按照第 32 条的规定对数额达 40 万吨的储存进行审查时，应确保：

(一) 所有成员已向应急缓冲储存提供它们各自应分摊的资金，

(二) 应急缓冲储存已开始实施，并已完成准备，可随时按第 31 条的规定采取行动。

第 30 条

价格幅度

1. 为了缓冲储存的经营，应制订：

(a) 一个参考价格，

(b) 一个下限干预价格，

(c) 一个上限干预价格，

(d) 一个下限触发行动价格，

(e) 一个上限触发行动价格，

(f) 一个下限指示价格，

(g) 一个上限指示价格。

2. 在本协定生效时，参考价格先订为每公斤210马来西亚／新加坡分。 参考价格应按照第 32 条A节的规定，予以审查和修订。

3. 上限干预价格和下限干预价格应分别订为参考价格上下 15％，除非理事会以特别表决另作决定。

4. 上限触发行动价格和下限触发行动价格应分别订为参考价格上下 20％，除非理事会以特别表决另作决定。

5. 本条第3和第4款计算的价格以四舍五入方式折为货币分的单位。

6. 除非本协定另有规定，本协定生效后最初 30个月，下限指示价格订为每公斤150马来西亚／新加坡分，上限指示价格订为每公斤270马来西亚／新加坡分。

第 31 条

缓冲储存的经营

1. 若在第 30 条规定的价格幅度或其后按照第 32 和第 40 条的规定修订的价格幅度内，第 33 条规定的市场指示价格：

(a) 等于或高于上限触发行动价格时，缓冲储存经理应出售天然胶以维持上限触发行动价格，直到市场指示价格跌至上限触发行动价格以下时为止；

(b) 高于上限干预价格时，缓冲储存经理可出售天然胶以维持上限触发行动价格；

(c) 等于上限干预价格、等于下限干预价格、或停留在这两个价格之间时，缓冲储存经理不得买进或卖出天然胶，但其根据第 36 条规定执行更换储存职务时所进行的买卖不在此限；

(d) 低于下限干预价格时，缓冲储存经理可买进天然胶以维持下限触发行动价格；

(e) 等于或低于下限触发行动价格时，缓冲储存经理应买进天然胶以维持下限触发行动价格，直到市场指示价格升至下限触发行动价格以上为止。

2. 当缓冲储存买进或卖出量达到 40 万吨水平时，理事会应以特别表决决定按下列哪一种价格开始经营应急缓冲储存：

(a) 下限或上限触发行动价格，或

(b) 下限触发行动价格和下限指示价格之间、或上限触发行动价格和上限指示价格之间的任何价格。

3. 除非理事会根据本条第 2 款以特别表决另作决定，缓冲储存经理应在市场指示价格处于下限指示价格和下限触发行动价格之间的正中时开始经营应急缓冲储存，以利用应急缓冲储存维持下限指示价格，并在市场指示价格处于上限指示价格和上限触发行动价格之间的正中时开始经营应急缓冲储存，以利用应急缓冲储存维持上限指示价格。

4．为了保证市场指示价格不低于下限指示价格或高于上限指示价格，全部缓冲储存设施，包括经常缓冲储存和应急缓冲储存，应充分予以利用。

5．缓冲储存经理应在现有商业市场按照时价进行买卖，所有交易应为现货橡胶，在三个日历月内交货。

6．为了便利缓冲储存的经营，理事会应在现有橡胶市场和核定仓库地点设立必要的缓冲储存经理办事处分处或类似设施。

7．缓冲储存经理应就缓冲储存的交易情况和缓冲储存帐户的财政状况每月编制报告。 每月月底后 60 日，成员们应收到该月的报告。

8．关于缓冲储存交易的资料应列明包括已进行的更换在内的一切缓冲储存经营的数量、价格、品种、等级和市场。 关于缓冲储存帐户的财政状况的资料也应列明存款和贷款的利率和条件、使用的货币以及与第 22 条第 2 款所指的项目有关的其他资料。

第 32 条

价格幅度的审查和修订

A．参考价格

1．参考价格的审查和修订应以市场趋势和（或）缓冲储存的变动净额为根据，但以不违反本条本节规定为限。 本协定生效后，理事会应每隔 18 个月审查参考价格一次。

(a) 若审查前六个月期间的每日市场指示价格的平均数等于上限干预价格、等于下限干预价格、或停留在这两个价格之间，参考价格无须修订。

(b) 若审查前六个月期间的每日市场指示价格的平均数低于下限干预价格，参考价格应自审查时的水平自动向下修订 5%，除非理事会以特别表决另外决定参考价格的向下调整百分率。

(c) 若审查前六个月期间的每日市场指示价格的平均数高于上限干预价格，参

考价格应自审查时的水平自动向上修订5%，除非理事会以特别表决另外决定参考价格的向上调整百分率。

2．前次根据本款评审或协定生效后，若缓冲储存变动净额超过10万吨，执行主任应召开理事会特别会议来评审情况。 理事会得以特别表决决定采取适当措施，包括：

(a) 暂停缓冲储存的经营；

(b) 变更缓冲储存的购买率和出售率；

(c) 修订参考价格。

3．(a) 协定生效、(b) 前次根据本款修订价格、或 (c) 前次根据本条第2款修订价格后，以最近发生者为准，若缓冲储存的购买或出售净额达30万吨，参考价格应分别自其目前的水平提高或降低3%，除非理事会以特别表决决定按另一数额的百分率分别予以提高或降低。

4．因任何原因对参考价格作任何调整，均不得使触发行动价格高于上限指示价格或低于下限指示价格。

B．指示价格

5．理事会按本条本节规定进行审查时，得以特别表决修订上限指示价格和下限指示价格。

6．理事会应确保指示价格的任何修订符合市场的发展趋势和情况。 关于这点，理事会应考虑到天然胶的价格趋势、消费量、供应量、生产成本、储存量、缓冲储存所持有的天然胶数量、缓冲储存帐户的财政状况等。

7．下限指示价格和上限指示价格：

(a) 在本协定生效后，每隔30个月审查一次，

(b) 在特殊情况下，应理事会中持有200表决票以上的一个或多个成员的请求，予以审查，

(c) 当前一次审查参考价格后60日期间的每日市场指示价格的平均数低于下限干预价格或高于上限干预价格，而参考价格分别 (一) 自前一次修订下限

指示价格或自本协定生效以后，曾向下修订，或 (二) 自前一次修订上限指示价格或自本协定生效以后，曾向上修订，而且其修订幅度至少达本条第3款所规定的3%和本条第1款所规定的5%、或至少达本条第1、第2和（或）第3款所规定的数量时，予以审查。

8．虽有本条第5、第6和第7款的规定，若根据本条规定审查价格幅度前六个月期间的每日市场指示价格的平均数低于参考价格，下限指示价格或上限指示价格不得向上修订。 同样的，若根据本条规定审查价格幅度前六个月期间的每日市场指示价格的平均数高于参考价格，下限指示价格或上限指示价格不得向下修订。

第 33 条

市场指示价格

1．应规定一个每日市场指示价格；这个指示价格应为吉隆坡、伦敦、纽约和新加坡市场每日的本月官方价格的复合加权平均数，反映天然胶的市场情况。 在开始时，每日市场指示价格应包括一号烟片、三号烟片和二十号薄胶片的价格，三者的权数应相同。 所有报价应换算成以马来西亚／新加坡货币表示的马来西亚／新加坡港口的离岸价格。

2．理事会应审查计算每日市场指示价格的品种／等级的组成权数和方法，并得以特别表决方式予以修订，以确保该价格反映天然胶的市场情况。

3．若每日市场指示价格前五个市场交易日的平均数高于、等于或低于本协定规定的价格水平，应视该市场指示价格为高于、等于或低于这个价格水平。

第 34 条

缓冲储存的组成

1．在本协定生效后，理事会第一届会议应列出将存入缓冲储存的国际公认的烟片和工艺分类橡胶的标准等级和品种，但必须符合下列标准：

(a) 可存入缓冲储存的天然胶的最低等级和品种应为三号烟片和二十号薄胶片，

(b) 符合本款(a)项的规定、并占前一个日历年度天然胶国际贸易额至少3%的所有等级和品种均应予以列出。

2. 理事会在必要时得以特别表决改变这些标准和（或）选定的品种／等级，以保证缓冲储存的组成反映市场的发展形势，实现本协定的稳定目标，维持缓冲储存高度的商业质量标准。

3. 缓冲储存经理应设法保证，储存的组成反映天然胶的进出口格局，同时又有利于实现本协定的稳定目标。

4. 为了达到稳定价格的目标，理事会得以特别表决指示缓冲储存经理改变储存的组成。

第 35 条

缓冲储存的地点

1. 缓冲储存的地点应能保证经济、有效地进行商业经营。 根据这项原则，缓冲储存应设在出口成员和进口成员的领土内。 缓冲储存在各成员之间的分配方式，不但要能实现本协定的稳定目标，而且要能使费用减到最低。

2. 为了维持高度的商业质量标准，缓冲储存只能存放在根据理事会所订准则核定的仓库中。

3. 在本协定生效后，理事会应制订和核定仓库清单以及使用仓库的各种必要安排，并定期审查这份清单。

4. 理事会也应定期审查缓冲储存的地点，并得以特别表决指示缓冲储存经理更换缓冲储存的地点，以保证经济、有效地进行商业经营。

第 36 条

缓冲储存的更换

缓冲储存经理应保证买进或维持的全部储存都符合高度商业质量标准。 他应对缓冲储存的天然胶进行必要的更换，以确保上述标准，但要适当考虑到这种更换的费用及其对市场稳定的影响。 更换的费用应记入缓冲储存帐户。

第 37 条

限制或中止缓冲储存的经营

1. 虽有第 31 条的规定，理事会在开会期间若认为履行该条赋予缓冲储存经理的职责并不能实现本协定的目标，得以特别表决限制或中止缓冲储存的经营。

2. 在理事会休会期间，执行主任若认为履行第 31 条赋予缓冲储存经理的职责并不能实现本协定的目标，同主席协商后，可限制或中止缓冲储存的经营。

3. 执行主任根据本条第 2 款决定限制或中止缓冲储存的经营后，应立即召开理事会会议来审查这项决定。 虽有第 14 条第 4 款的规定，理事会应在限制或中止经营后七日内召开会议，以特别表决确认或撤销这种限制或中止。 若理事会不能在上述会议上作出决定，缓冲储存的经营应即恢复，不受本条规定的限制。

第 38 条

与缓冲储存帐户分摊额有关的处罚

1. 若一成员在应缴付分摊额之日仍未履行其向缓冲储存帐户缴付分摊额的义务，应视为拖欠分摊额。 拖欠分摊额 60 日或 60 日以上的成员，在就本条第 2 款事项进行表决时，不作为成员论。

2. 对根据本条第 1 款为拖欠分摊额 60 日或 60 日以上的成员，应中止其在理事会的表决权和其他权利，除非理事会以特别表决另作决定。

3．拖欠分摊额的成员自应缴付分摊额之日起，应负担按东道国最优惠利率计算的利息费用，除非拖欠的分摊额已由理事会根据第8条借款补足；在此情况下，拖欠分摊额的成员应负担这种借款的利息费用。 由其余的进口成员和出口成员缴付拖欠的分摊额，应在自愿的基础上进行。

4．理事会对拖欠分摊额60日或60日以上的成员缴清拖欠部分情况感到满意时，应恢复其表决权和其他权利。 若拖欠部分曾由其他成员偿付，这些成员应得到悉数偿还。

第 39 条

缓冲储存帐户分摊额的调整

1．理事会在每一财政年度第一届会议上重新分配表决票数时，应按照本条规定，对每一成员向缓冲储存帐户缴付的分摊额作出必要的调整。 为此，执行主任应确定：

(a) 每一成员的净分摊额，即从该成员自本协定生效后缴付的分摊额总额中减去按本条第2款退还给该成员的分摊额；

(b) 净分摊总额，即所有成员的净分摊额的总和；

(c) 每一成员的订正净分摊额，即根据第15条规定、并在不违反第28条第3款的前提下，按每一成员在理事会持有的订正表决票数比例分摊净分摊额总额，但就本条而言计算每一成员的表决票比例时，不考虑任何成员表决权的中止或由此而引起的表决票数的重新分配情况。

若一成员的净分摊额高于它的订正净分摊额，相差之数应由缓冲储存帐户退还给该成员。若一成员的订正净分摊额高于它的净分摊额，该成员应将相差之数缴付缓冲储存帐户。

2．若理事会在考虑了第29条第2和第3款之后，认为净分摊额超出其后四个月内进行缓冲储存经营所需的资金额，理事会应将净分摊额中超出首次分摊额之数退还，除非理事会以特别表决决定不予退还或退还较小的金额。 成员所占退还金额的份额，应与它们的净现金分摊额成比例。

3. 应成员的要求，应退还该成员的款项可存留在缓冲储存帐户内。 若成员要求将其退款存留在缓冲储存帐户内，该款可贷记入根据第 29 条催收的任何额外分摊额项下。

4. 执行主任应将根据本条第 1 和第 2 款进行调整所引起的任何必要的付款或退款立即通知成员。 这种款项应在执行主任发出通知之日起 60 日内缴付或退还。

5. 若在偿还任何借款后，缓冲储存帐户的现金数额超出成员缴付的净分摊总额之值，超出之数应在本协定终止时分给各成员。

第 40 条

缓冲储存与汇率变动

1. 若马来西亚／新加坡元同主要天然胶出口成员和进口成员货币间的汇率发生变动，以致缓冲储存的经营受到重大影响，执行主任应根据第 37 条、或成员可根据第 14 条，要求召开理事会特别会议。 理事会应在 10 日内召开会议，确认或撤销执行主任根据第 37 条业已采取的措施，并得以特别表决决定采取适当措施，包括根据第 32 条第 1 和第 6 款的第一句中的原则修订价格幅度。

2. 为了保证及时召开理事会，理事会应以特别表决制订一项确定这些货币平价显著变动的程序。

3. 若马来西亚元和新加坡元的汇率不等，以致缓冲储存的经营受到重大影响，理事会应召开会议审查情况，并可考虑只采用一种货币。

第 41 条

缓冲储存帐户的清理程序

1. 本协定终止时，缓冲储存经理应根据本条规定，估计清理缓冲储存帐户的资产或将其转移到一项新的国际天然胶协定下的总费用，并留出支付这项费用的金额，另存一帐户。 若缓冲储存帐户中所剩的余额不敷这一笔支出，缓冲储存经理应从缓冲储存中卖出足够数量的天然胶，以补足所需的金额。

2. 每一成员在缓冲储存帐户中所占份额应按下列办法计算：

(a) 缓冲储存的价值为缓冲储存中每一品种／等级天然胶的总数的价值，按本协定终止之日前 30 个市场交易日期间各品种／等级在第 33 条所指的市场的最低市价折算；

(b) 缓冲储存帐户的价值为缓冲储存价值加上缓冲储存帐户在本协定终止之日的现金资产减去根据本条第 1 款留出的金额；

(c) 每一成员的净分摊额为该成员在本协定有效期间缴付的分摊额的总和减去根据第 39 条退还的全部款项；

(d) 若缓冲储存帐户的价值大于或小于净分摊总额，这种盈余或亏损，视情况而定，应按每一成员在本协定中所占的时间加权净分摊额的比例，由各成员分享或分担；

(e) 每一成员在缓冲储存帐户中所占的份额为其净分摊额减去或加上其应分担或分享的缓冲储存帐户亏损或盈余部分，再减去理事会以该成员名义借款的任何未偿债务中该成员所占的份额。

3. 若本协定即将为一新的国际天然胶协定取代，理事会应以特别表决制订程序，以确保按新协定的规定，将有意加入新协定各成员在缓冲储存帐户中所占的份额，有效率地转移到新协定下。 不愿加入新协定的任何成员，其所占份额的支付款应：

(a) 在两个月内由缓冲储存帐户中的现款归还，按该成员所占缓冲储存帐户的净分摊总额的百分比计算；

(b) 由处理缓冲储存所得的净收入归还，处理办法或是有条不紊地出售，或是以现时市价转移到新协定下，但必须在 12 个月内完成，除非理事会以特别表决决定增加本款(a)项规定的付款。

4. 若本协定终止，不为一项订有缓冲储存的新国际天然胶协定所取代，理事会应以特别表决制订程序，以便在第 67 条第 7 款规定的最大期限内，有条不紊地处理缓冲储存，但要遵守下列限制：

(a) 不得再买进天然胶；

(b) 除了处理缓冲储存的必要开支外，不得使本组织承担任何新的开支。

5. 除非成员根据本条第 6 款选择领取天然胶，否则缓冲储存帐户剩余的任何现款，应按本条第 2 款确定的各成员各自所占份额的比例分给它们。

6. 每一成员可选择领取它在缓冲储存帐户资产中所占份额的天然胶，代替其应得的全部或部分现金，但要依照理事会制订的程序办理。

7. 理事会应制订适当的程序来调整和支付各成员在缓冲储存帐户中所占的份额。调整时应考虑到：

(a) 本条第 2 款(a)项规定的天然胶价格同按照缓冲储存处理程序售出的部分或全部缓冲储存的价格之间的任何差别；

(b) 估计清理费用同实际清理费用之间的差别。

8. 理事会应在缓冲储存帐户最后一笔交易完成后 30 日内召开会议，以便在其后 30 日内完成各成员间的最后帐目结算。

第九章 — 同共同基金的关系

第 42 条

同共同基金的关系

在共同基金开始经营之后，理事会应按照共同基金规定的原则充分利用共同基金的设施。 为此，理事会应同共同基金商定彼此可接受的条件和方式，根据这种条件和方式同共同基金签订一联系协定。

第十章 — 供应措施

第 43 条

供 应

1．出口成员应尽最大可能设法施行能保证持续向消费者供应天然胶的政策和计划。

2．出口成员应根据技术和市场的发展，不断设法提高天然胶的质量，做到天然胶质量规格和式样的划一。

3．天然胶供应可能发生短缺时，理事会可向有关成员建议各种可能采取的适当步骤，以保证尽快增加天然胶的供应。

第 44 条

其他措施

1．为了达到本协定的目标，理事会应认明和建议各种适当的措施和技术，扩大和改善生产、生产率和销售，促进生产成员天然胶经济的发展，从而增加生产成员的出口收入，同时使供应更为可靠。

2．为了这个目的，其他措施委员会应进行经济和技术分析，以认明：

(a) 对进、出口成员双方都有利的天然胶研究与发展方案和项目，包括特定领域中的科学研究；

(b) 提高天然胶工业的生产率的方案和项目；

(c) 提高天然胶的供应质量、使天然胶的质量规格和式样划一的方法；

(d) 改善生天然胶加工、销售和经销的方法。

3．理事会应审议这种措施和技术所涉的经费问题，并视情况设法推动和便利由国际金融机构、成立后的共同基金第二帐户等来沅，提供足够的资金。

4．理事会可视情况向成员、国际机构和其他组织提出建议，推动执行本条所述的具体措施。

5．其他措施委员会应定期审议理事会决定推动和建议的那些措施的进展情况，并就此向理事会提出报告。

第十一章 — 关于国内政策的协商

第 45 条

协 商

理事会应在任何成员提出要求时，就直接影响供应或需求的政府天然胶政策，进行协商。 理事会可将其建议提交成员审议。

第十二章 — 统计、研究和资料

第 46 条

统计和资料

1．理事会应收集和整理为本协定顺利执行所需的关于天然胶及有关领域的统计资料，必要时并予发表。

2．成员应迅速并尽最大可能向理事会提供有关各种等级天然胶的生产、消费和国际贸易的现有数据。

3．理事会也可要求成员提供为本协定顺利执行所需的其他资料，包括关于有关领域的资料。

4．成员应在合理时间内，在不违反其本国法令的情况下，尽最大可能提供所有上述统计和资料。

5．理事会应同包括国际橡胶研究小组在内的适当国际组织以及各商品交易所建立密切关系，以确保取得有关天然胶生产、消费、储存、国际贸易、价格、以及影响天然胶供求的其他因素的最新可靠数据。

6．理事会应努力保证所发表的资料不损害生产、加工或销售天然胶或有关产品的厂商或公司的业务机密。

第 47 条

年度评价、估计和研究

1．理事会应根据成员提供的资料和来自所有有关政府间组织和国际组织的资料，编制和发表关于世界天然胶情况和有关领域的年度评价。

2．理事会还应至少每半年估计一次其后六个月内所有天然胶品种和等级的生产、消费和进出口数量。 它应将估计通知成员。

3．理事会应研究、或作出适当安排，研究天然胶的生产、消费、贸易、销售和价格趋势以及世界天然胶经济的短期和长期问题。

第 48 条

年度审查

1．理事会应按照第1条所列宗旨，每年审查本协定的执行。 它应将审查结果通知成员。

2．其后，理事会可向成员提出建议，并在其职权范围内采取措施，提高本协定的执行效力。

第十三章 — 杂项规定

第 49 条

成员的一般义务

1. 成员应在本协定有效期间内，作出最大努力，互相合作，促进本协定宗旨的实现，不得采取任何违反本协定宗旨的行动。

2. 成员特别应设法改善天然胶经济的情况，鼓励生产和使用天然胶，以便促进天然胶经济的增长和现代化，从而对生产者和消费者双方都有利。

3. 成员应承认理事会根据本协定所作的一切决定均具有约束力，不执行可能限制或违反这些决定的措施。

第 50 条

贸易障碍

1. 理事会应根据第 47 条所述的关于世界天然胶情况的年度评价，认明扩大天然胶生胶半成品或改进品的贸易的任何障碍。

2. 为了促进本条的目标，理事会可向成员提出建议，在适当的国标机构内寻求彼此都能接受的切实可行的措施，逐步排除、并在可能时根除这种障碍。 理事会应定期审查这些建议的结果。

第 51 条

天然胶运输和市场结构

理事会应鼓励和帮助推行合理、公平的运费率，改善运输体制，以便正常供应市场，节省销售产品的费用。

第 52 条

差别和补救措施

其利益因根据本协定采取措施而受到不利影响的发展中进口成员和最不发达国家成员，可申请理事会采取适当的差别和补救措施。 理事会应考虑根据联合国贸易和发展会议第93(IV)号决议第三节第3和第4段的规定，采取这类适当的措施。

第 53 条

免除义务

1．凡迁本协定未明文规定的特殊情况、紧急情况或不可抗力造成的情况而有必要，理事会若接受某一成员说明为什么不能履行本协定规定的某项义务的理由，得以特别表决免除该成员的该项义务。

2．理事会根据本条第1款免除某一成员的某项义务时，应明确说明免除该成员该项义务的条件和期限，以及准予免除的理由。

第 54 条

公平的劳工标准

成员宣布，它们将努力维持劳工标准，以期提高各自的天然胶部门的劳工生活水平。

第十四章 — 控诉和争端

第 55 条

控 诉

1．关于某一成员没有履行本协定规定的义务的任何控诉，均应在提出控诉的成员的请求下提交理事会，由理事会同有关成员进行协商，然后对控诉作出裁决。

2．理事会关于某一成员未履行本协定规定的义务的任何裁决，均应明确指出其未履行义务的性质。

3．无论是否有人提出控诉，若理事会认为某一成员违反了本协定，可在不妨碍本协定其他条款具体规定的其他措施的情况下，以特别表决：

(a) 中止该成员在理事会中的表决权，若理事会认为必要，中止该成员的任何其他权利，包括在理事会或在根据第 19 条设立的任一委员会中担任职务的权利，以及加入这些委员会的资格，直至该成员履行其义务为止；

(b) 若该项违反行为重大地危害本协定的实施，根据第 65 条采取行动。

第 56 条

争 端

1．任何关于本协定的解释或适用的争端，若未能在有关成员之间解决，应在任一争端当事方成员的请求下，提交理事会裁决。

2．若根据本条第 1 款规定将争端提交理事会，拥有全部表决票数至少三分之一的多数成员可要求理事会，在讨论后就争端各点征求根据本条第 3 款组成的咨询小组的意见，然后再作裁决。

3．(a) 除非理事会以特别表决另作决定，咨询小组由下列五人组成：

㈠ 两人由出口成员提名，其中一人对于争端所涉问题具有丰富的经验，另一人则具有法律资望和经验；

㈡ 两人由进口成员提名，资格同上；

㈢ 主席一人，由根据本项㈠、㈡两目任命的四人一致同意推选，若四人不能达成一致意见，则由理事会主席选派。

(b) 成员及非成员的国民均有资格担任咨询小组成员。

(c) 咨询小组人员以个人身分参加工作，不得接受任何政府的指示。

(d) 咨询小组的费用由本组织支付。

4．咨询小组的意见及其理由应提交理事会；理事会审议了一切有关资料后，以特别表决对争端作出裁决。

第十五章 — 最后条款

第 57 条

签 字

本协定自1980年1月2日起，至1980年6月30日止，在联合国总部对应邀参加1978年联合国天然胶会议的政府开放签字。

第 58 条

保管人

兹指定联合国秘书长为本协定的保管人。

第 59 条

批准、接受和同意

1. 本协定由各签字政府按照其宪法和体制程序予以批准、接受或同意。

2. 批准书、接受书或同意书至迟在1980年9月30日以前交存保管人。 对于未能在该日期交存文书的签字政府，理事会可延长其交存文书期限。

3. 每一个交存批准书、接受书或同意书的政府应在交存文书时声明其为出口成员或进口成员。

第 60 条

暂时适用的通知

1. 有意批准、接受或同意本协定的签字政府，或理事会已为其规定加入条件、但尚未能交存文书的政府，可随时通知保管人，表示它将在本协定根据第61条生效时，或

如果本协定已经生效，在某一确定的日期，暂时适用本协定的所有规定。

2. 虽有本条第1款的规定，一个政府可在其暂时适用通知中声明它只在其宪法和（或）立法程序范围内适用本协定。 但该政府这样做时仍须满足其对行政帐户的一切财政义务。 以此方式发出通知的政府，其暂时成员资格自本协定暂时生效之时起，不得超过18个月。 若在这18个月期间，缓冲储存帐户有必要催收资金，理事会应就根据本款暂时成为成员的政府的资格，作出决定。

第 61 条

生 效

1. 本协定应于1980年10月1日或其后任何一日确定生效，若届时已有占本协定附件A所列净出口额至少80％的政府和占本协定附件B所列净进口额至少80％的政府交存批准书、接受书、同意书或加入书，或对本协定承担全部财务义务。

2. 本协定应于1980年10月1日或其后两年内任何一日暂时生效，若届时已有占本协定附件A所列净出口额至少65％的政府和占本协定附件B所列净进口额至少65％的政府交存批准书、接受书或同意书，或根据第60条通知保管人它们暂时适用本协定。本协定暂时有效期限最多18个月，除非根据本条第1款确定生效，或理事会根据本条第4款另作决定。

3. 若本协定在从1980年10月1日起的两年内不能根据本条第2款暂时生效，联合国秘书长应尽早在该日后他认为可行的时候，邀请已交存批准书、接受书、同意书或加入书、或已通知他它们暂时适用本协定的政府、以及曾参加1978年联合国天然胶会议的所有其他政府召开会议，以期建议有能力这样做的政府是否应采取必要步骤，使本协定的全部或一部分在它们彼此间暂时生效或确定生效。 若该会议未能作出决定，秘书长可再行召开其他他认为适当的会议。

4. 若根据本条第2款暂时生效后18个日历月内尚未达到本条第1款规定的确定生效条件，联合国秘书长应尽早在他认为可行的时候，但不得超出上述18个月期限，

邀请已交存批准书、接受书、同意书或加入书、或已通知他它们暂时适用本协定的政府、以及曾参加1978年联合国天然胶会议的所有其他政府召开会议，审议本协定的前途。理事会应考虑到联合国秘书长召开的会议的建议，开会决定本协定的前途。 届时，理事会应以特别表决决定：

(a) 使本协定的全部或一部分在协定当时所有成员彼此间确定生效；

(b) 使本协定的全部或一部分在协定当时所有成员彼此间再暂时生效一年；

(c) 重新谈判本协定。

若理事会未能作出决定，本协定在18个月届满后失效。

5. 对于本协定生效后交存批准书、接受书、同意书或加入书的政府，本协定自交存之日起对该政府生效。

6. 联合国秘书长应在本协定生效后尽早召开理事会第一届会议。

第 62 条

加 入

1. 本协定按照理事会规定的条件对所有国家政府开放加入。 上述条件应包括交存加入书的时限。 对于未能在加入条件规定时限内交存加入书的政府，理事会可延长交存加入书期限。

2. 加入书交存保管人时，加入即生效。

第 63 条

修正案

1. 理事会得以特别表决，向成员建议对本协定的修正案。

2. 理事会应规定一个日期，成员应在该日期之前通知保管人它们接受修正案。

3. 修正案经代表至少三分之二出口成员、拥有出口成员总票数至少85%、以及代表至少三分之二进口成员、拥有进口成员总票数至少85%的成员将接受通知送交保管人后90日，即生效。

4. 保管人通知理事会修正案已满足生效的条件后，成员可不受本条第2款关于理事会规定日期的限制，仍通知保管人它们接受修正案，但该项通知须在修正案生效之前发出。

5. 任何在修正案生效日之前未提出通知接受修正案的成员，自生效日起即停止为本协定的缔约方，除非该成员向理事会证明，其无法及时提出接受通知是由于难以完成宪法或体制的程序，并经理事会决定延长该成员接受修正案的期限。 该成员在提出通知接受修正案之前不受修正案的约束。

6. 若理事会按本条第2款规定的日期已到，而修正案尚未满足生效所需的条件，即视为撤回。

第 64 条

退 出

1. 成员可在本协定生效后随时向保管人提出退出通知，退出本协定。 该成员应同时通知理事会它所采取的行动。

2. 在保管人收到通知后一年，该成员停止为本协定的缔约方。

第 65 条

除 名

理事会如认为任何成员没有履行本协定规定的义务，并认为这种违反行为重大地危害本协定的实施，得以特别表决将该成员从本协定除名。 理事会应立即就此通知保管人。 理事会作出决定后一年，该成员停止为本协定的缔约方。

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第 66 条

清算退出或除名的成员或不能接受修正案的成员的帐目

1. 根据本条规定，理事会应决定如何同因下列理由而停止为本协定缔约方的成员清算帐目：

(a) 根据第63条不接受本协定的修正案；

(b) 根据第64条退出本协定；或

(c) 根据第65条从本协定中除名。

2. 理事会应保留停止为本协定缔约方的成员付入行政帐户的任何分摊额。

3. 理事会应根据第41条退还由于不接受本协定的修正案、退出或除名而停止为缔约方的成员在缓冲储存帐户中的份额，但不包括它在任何盈余额中所占的份额。

(a) 由于不接受本协定的修正案而停止为缔约方的成员的份额，应在有关修正案生效一年后退还。

(b) 退出的成员的份额，应在该成员停止为本协定缔约方后60日内退还，除非理事会由于这种退出而决定根据第67条第6款在还款前终止本协定，如是这样，则应适用第41条和第67条第7款。

(c) 除名的成员的份额，应在该成员停止为本协定缔约方后60日内退还。

4. 若缓冲储存帐户不能在既不损害缓冲储存帐户的周转能力、又不导致为弥补这种还款向成员催收额外分摊额的情况下用现金清算根据本条第3款(a)、(b)和(c)项所欠的款额，则应等到必要数量的缓冲储存天然胶可按最高干预价格、或更高的价格售出后，方始付款。 若在第64条规定的一年期届满之前，理事会根据本条通知退出的成员其还款须延迟支付，如退出的成员愿意，通知退出意图至实际退出的一年期限可加以延长，直至理事会通知该成员可在60日内退还该成员的份额为止。

5. 根据本条规定，得到适当还款的成员，无权分享本组织清理的任何收益。 这种成员也无须分担本组织还款后的任何亏损。

第 67 条

有效期、延长和终止

1. 本协定生效后五年期间内有效，除非根据本条第2、第3或第4款予以延长，或根据本条第5或第6款予以终止。

2. 理事会可在本条第1款所指的五年期间届满之前，以特别表决决定将其延长，延长期不超过两年，和（或）重新谈判本协定。 理事会应将此种决定通知保管人。

3. 若在本条第1款所指的五年期间届满之前，关于以新协定取代本协定的谈判尚未完成，理事会得以特别表决延长本协定，延长期不超过两年。 理事会应将此种延长通知保管人。

4. 若在本条第1款所指的五年期间届满之前，取代本协定的新协定已谈判完成，但尚未暂时或确定生效，理事会得以特别表决延长本协定，直至新协定暂时或确定生效为止，延长期不超过两年。 理事会应将此种延长通知保管人。

5. 若在根据本条第2、第3或第4款延长本协定的任何期间内，一项新的国际天然胶协定已经谈判完成并已生效，经延长的本协定应于新协定生效时终止。

6. 理事会可随时以特别表决，在理事会决定的日期终止本协定。 理事会应将此种决定通知保管人。

7. 本协定终止后，理事会仍应继续存在，期限不超过三年，以便按照第41条的规定和以特别表决作出的有关决定，执行本组织的清理，包括帐目的清算、资产的处理，并在该段期间具有进行上述工作所必需的权力和职责。

第 68 条

保 留

对本协定任何条款不得作出保留。

第 69 条

本协定的有效文本

本协定的中文本、英文本、法文本、俄文本和西班牙文本具有同等效力。

为此，下列签署人经各自政府正式授权，于签字侧面所示日期签署本协定，以资证明。

一九七九年十月六日订于日内瓦。

附 件 A

为第61条目的确定的联合国天然胶会议参加国净出口总额中各出口国所占的份额

	百分比[a]
玻利维亚	0.081
喀麦隆	0.514
印度	0.199
印度尼西亚	25.387
利比里亚	2.551
马来西亚	48.218
尼日利亚	1.313
巴布亚 — 新几内亚	0.150
菲律宾	0.018
新加坡	4.406
斯里兰卡	4.367
泰国	12.004
扎伊尔	0.792
共 计	100.000

a 下列份额指1974至1978年五年期间天然胶净出口总额中的百分比。

附 件 B

为第61条目的确定的联合国天然胶会议参加国净进口总额中
各进口国和进口国集团所占的份额

	百分比[a]
阿尔及利亚	0.081
澳大利亚	1.467
奥地利	0.683
巴西	1.836
保加利亚	0.394
加拿大	2.934
中国	7.707
捷克斯洛伐克	1.810
厄瓜多尔	0.050
埃及	0.097
欧洲经济共同体	23.283
比利时／卢森堡	0.772
丹麦	0.171
法国	5.428
德意志联邦共和国	6.435
爱尔兰	0.273
意大利	4.150
荷兰	0.733
联合王国	5.321

a 下列份额指1976、1977和1978年三年期间天然胶净进口总额中的百分比.

	百分比
伊拉克	0.051
芬兰	0.226
德意志民主共和国	1.258
加纳	0.141
危地马拉	0.070
匈牙利	0.534
日本	10.780
马达加斯加	0.000
马耳他	0.000
墨西哥	1.325
摩洛哥	0.150
新西兰	0.291
挪威	0.094
巴拿马	0.000
秘鲁	0.225
波兰	1.980
大韩民国	3.189
罗马尼亚	1.529
索马里	0.000
西班牙	3.178
瑞典	0.439
瑞士	0.122
阿拉伯叙利亚共和国	0.014
突尼斯	0.008
土耳其	0.758

	百分比
苏维埃社会主义共和国联盟	7.148
美国	24.756
乌拉圭	0.117
委内瑞拉	0.306
南斯拉夫	0.969
共　计	100.000

附 件 C

1978年联合国天然胶会议主席估计的缓冲储存费用

在正常情况下，购买和经营55万吨的缓冲储存可按此数乘每公斤168马来西亚／新加坡分的下限触发行动价格另加该价格的10％计算。

МЕЖДУНАРОДНОЕ СОГЛАШЕНИЕ ПО НАТУРАЛЬНОМУ КАУЧУКУ 1979 ГОДА

ОРГАНИЗАЦИЯ ОБЪЕДИНЕННЫХ НАЦИЙ
1979

ПРЕАМБУЛА

Договаривающиеся стороны,

напоминая о Декларации и Программе действий по установлению нового международного экономического порядка */,

признавая, в частности, большое значение резолюции 93 (IV) Конференции Организации Объединенных Наций по торговле и развитию, принятой на ее четвертой сессии, и резолюции 124 (V), принятой на ее пятой сессии, об Интегрированной программе для сырьевых товаров,

признавая важное значение натурального каучука для экономики участников, особенно для экспорта экспортирующих участников и удовлетворения потребностей спроса импортирующих участников,

признавая далее, что стабилизация цен на натуральный каучук отвечает интересам производителей, потребителей и рынка натурального каучука и что международное соглашение по натуральному каучуку может значительно способствовать росту и развитию промышленности натурального каучука в интересах как производителей, так и потребителей,

договорились о нижеследующем:

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*/ Резолюции 3201 (S-VI) и 3202 (S-VI) Генеральной Ассамблеи от 1 мая 1974 года.

ГЛАВА I

ЦЕЛИ

Статья 1

Цели

Цели настоящего Международного соглашения по натуральному каучуку 1979 года (в дальнейшем именуемого "настоящее Соглашение") в плане достижения соответствующих целей, установленных Конференцией Организации Объединенных Наций по торговле и развитию в ее резолюциях 93 (IV) и 124 (V) об Интегрированной программе для сырьевых товаров, являются, в частности, следующими:

a) добиваться сбалансированного роста предложения натурального каучука и спроса на него, тем самым способствуя смягчению серьезных трудностей, возникающих в связи с излишками или нехваткой натурального каучука;

b) добиваться устойчивых условий торговли натуральным каучуком посредством устранения чрезмерных колебаний цен на натуральный каучук, неблагоприятно воздействующих на долгосрочные интересы как производителей, так и потребителей, и стабилизировать эти цены, не нарушая долгосрочных тенденций рынка, в интересах производителей и потребителей;

c) содействовать стабилизации поступлений экспортирующих участников от экспорта натурального каучука и увеличить их поступления на основе расширения объема экспорта натурального каучука по благоприятным и выгодным ценам, тем самым способствуя обеспечению необходимых стимулов для неуклонного роста темпов производства и ресурсов для ускоренного экономического роста и социального развития;

d) стремиться обеспечивать достаточные поставки натурального каучука для удовлетворения потребностей импортирующих участников по справедливым и разумным ценам и добиваться, чтобы эти поставки были более надежными и бесперебойными;

e) принимать все возможные меры в случае появления излишка или нехватки натурального каучука, направленные на смягчение экономических трудностей, с которыми могут столкнуться участники;

f) добиваться расширения международной торговли натуральным каучуком и готовыми изделиями из него и улучшения их доступа на рынок;

g) повышать конкурентоспособность натурального каучука путем поощрения исследований и разработок по связанным с ним проблемам;

h) поощрять эффективное развитие экономики натурального каучука путем приложения усилий, способствующих и содействующих улучшению обработки, маркетингу и распределению натурального каучука; и

i) расширять международное сотрудничество и консультации по вопросам, связанным с натуральным каучуком и влияющим на предложение и спрос, и способствовать развитию и координации программ по проведению исследований и оказанию помощи, а также других программ в отношении натурального каучука.

ГЛАВА II

ОПРЕДЕЛЕНИЯ

Статья 2

Определения

Для целей настоящего Соглашения:

1) "натуральный каучук" означает невулканизированный эластомер в твердой или жидкой форме, получаемый из **Hevea brasiliensis** и любого другого растения, в отношении которого Совет может принять решение в целях настоящего Соглашения.

2) "Договаривающаяся сторона" означает правительство или международную организацию, как это предусмотрено в статье 5, которые согласились на обязательность для них условий Соглашения на временной основе или окончательно;

3) "участник" означает Договаривающуюся сторону, как она определяется выше в определении 2;

4) "экспортирующий участник" означает участника, который экспортирует натуральный каучук и объявил себя экспортирующим участником, при условии согласия со стороны Совета;

5) "импортирующий участник" означает участника, который импортирует натуральный каучук и объявил себя импортирующим участником, при условии согласия со стороны Совета;

6) "Организация" означает Международную организацию по натуральному каучуку, упомянутую в статье 3;

7) "Совет" означает Международный совет по натуральному каучуку, упомянутый в статье 6;

8) "специальное большинство голосов" означает большинство голосов, требующее по крайней мере двух третей голосов, поданных экспортирующими участниками, присутствующими и участвующими в голосовании, и по крайней мере двух третей голосов, поданных импортирующими участниками, присутствующими и участвующими в голосовании, и подсчитанных отдельно при условии, что эти голоса поданы по крайней мере половиной участников каждой категории, присутствующих и участвующих в голосовании;

9) "экспорт натурального каучука" означает любой натуральный каучук, покидающий таможенную территорию любого участника, а "импорт натурального каучука" означает любой натуральный каучук, который поступает на таможенную территорию любого участника, при условии, что для целей настоящих определений таможенной территорией в случае участника, обладающего более чем одной таможенной территорией, считаются все таможенные территории этого участника, взятые вместе;

10) "раздельное простое большинство голосов" означает большинство голосов, требующее более половины совокупного числа голосов экспортирующих участников, присутствующих и участвующих в голосовании, и более половины совокупного числа голосов импортирующих участников, присутствующих и участвующих в голосовании, подсчитанных раздельно;

11) "свободно используемая валюта" означает марки Федеративной Республики Германии, французские франки, японские иены, английские фунты стерлингов и доллары Соединенных Штатов Америки;

12) "финансовый год" означает период с 1 января по 31 декабря включительно;

13) "вступление в силу" означает дату предварительного или окончательного вступления в силу данного Соглашения в соответствии со статьей 61;

14) "тонна" означает метрическую тонну, т.е. 1 000 кг;

15) "обязательства правительств" означа т финансовые обязательства перед Советом, которые принимаются участниками в обеспечение финансирования чрезвычайного стабилизационного запаса и которые могут быть запрошены Советом для покрытия своих финансовых обязательств в соответствии со статьей 28; участники несут ответственность только перед Советом и лишь в размерах своих обязательств;

16) "малазийский/сингапурский цент" означает среднюю стоимость малазийского сена и сингапурского цента по преобладающим обменным курсам;

17) "взвешенные по времени чистые взносы участника" означают его чистые взносы, взвешенные по числу лет его участия в Организации.

ГЛАВА III

ОРГАНИЗАЦИЯ И АДМИНИСТРАЦИЯ

Статья 3

Учреждение, местонахождение и структура Международной организации по натуральному каучуку

1. Настоящим Соглашением учреждается Международная организация по натуральному каучуку для выполнения положений и контроля за действием настоящего Соглашения.

2. Организация осуществляет свои функции через Международный совет по натуральному каучуку, его Исполнительного директора и персонал, а также через такие другие органы, которые предусмотрены в настоящем Соглашении.

3. На своей первой сессии Совет специальным большинством голосов примет решение о выборе Куала-Лумпура или Лондона в качестве местонахождения штаб-квартиры Организации.

4. Штаб-квартира Организации всегда находится на территории одного из членов.

Статья 4

Участие в Организации

1. Устанавливаются две категории участников:

a) экспортирующие участники и

b) импортирующие участники.

2. Совет определяет критерии относительно перехода того или иного участника из одной категории, предусмотренной в пункте 1 настоящей статьи, в другую, полностью учитывая положения статей 25 и 28. Любой участник, удовлетворяющий таким критериям, может перейти в другую категорию участников при условии, что Совет специальным большинством голосов одобрит этот переход.

3. Каждая Договаривающаяся сторона является отдельным участником Организации.

Статья 5

Участие межправительственных организаций

1. Любая ссылка в настоящем Соглашении на "правительство" или "правительства" понимается как включающая ссылку на Европейское экономическое сообщество и на любую межправительственную организацию, несущую ответственность в отношении переговоров, заключения и применения международных соглашений, в частности соглашений по сырьевым товарам. Соответственно, любая ссылка в настоящем Соглашении

на подписание, ратификацию, принятие или утверждение, либо на уведомление о временном применении или присоединении понимается в отношении таких межправительственных организаций как включающая ссылку на подписание, ратификацию, принятие или утверждение, либо на уведомление о временном применении или присоединении со стороны таких межправительственных организаций.

2. В случае голосования по вопросам, входящим в сферу их компетенции, такие межправительственные организации осуществляют свое право голоса путем подачи числа голосов, равного общему числу голосов, выделенных в соответствии со статьей 15 их государствам-членам.

ГЛАВА IV

МЕЖДУНАРОДНЫЙ СОВЕТ ПО НАТУРАЛЬНОМУ КАУЧУКУ

Статья 6

Состав Международного совета по натуральному каучуку

1. Высшим органом Организации является Международный совет по натуральному каучуку, который состоит из всех участников Организации.

2. Каждый участник представлен в Совете одним представителем, который может назначать заместителей и советников для участия в сессиях Совета.

3. Заместитель представителя наделяется правом действовать и голосовать от имени представителя в случае его отсутствия или в особых обстоятельствах.

Статья 7

Полномочия и функции Совета

1. Совет имеет все такие полномочия и выполняет или обеспечивает выполнение всех таких функций, которые необходимы для осуществления положений настоящего Соглашения.

2. Совет принимает специальным большинством голосов такие правила и положения, которые необходимы для осуществления положений настоящего Соглашения и соответствуют ему. К ним относятся его правила процедуры и правила процедуры комитетов, учрежденных в соответствии со статьей 19, правила в отношении управления стабилизационным запасом и операций с ним, а также финансовые правила и правила персонала Организации, Совет может в своих правилах процедуры предусмотреть процедуру, посредством которой он может решать конкретные вопросы, не собираясь для этой цели.

3. Совет ведет такую документацию, которая требуется для выполнения возложенных на него в соответствии с настоящим Соглашением функций.

4. Совет издает ежегодные доклады о деятельности Организации и такую другую информацию, какую он сочтет необходимой.

Статья 8

Займы в исключительных обстоятельствах

1. Совет может специальным большинством голосов заимствовать средства из коммерческих источников для внесения их на Счет стабилизационного запаса и/или Административный счет с целью покрытия по любому счету дефицита, который возник в результате разрыва между разрешенными расходами и требуемой суммой взносов. Если причиной займа является задержка в поступлении взноса какого-нибудь участника, то финансовые расходы, понесенные Советом при таком займе, будет нести, в дополнение к полной сумме своего взноса, участник, имеющий задолженность.

2. Любой участник может, по собственному усмотрению, предпочесть внести наличные средства непосредственно на соответствующий счет вместо коммерческого займа Советом в счет приходящейся на этого участника доли требуемых ресурсов.

Статья 9

Передача полномочий

1. Совет может специальным большинством голосов передать любому комитету, учрежденному в соответствии со статьей 19, осуществление всех или части своих полномочий, которые в соответствии с положениями настоящего Соглашения не требуют специального голосования в Совете. Независимо от этой передачи полномочий Совет может в любой момент рассматривать и принимать решения по любому вопросу, ранее переданному любому из его комитетов.

2. Совет может специальным большинством голосов отменить любые полномочия, переданные тому или иному комитету.

Статья 10

Сотрудничество с другими организациями

1. Совет может принимать любые необходимые меры в отношении консультаций или сотрудничества с Организацией Объединенных Наций, ее органами и специализированными учреждениями, а также с другими межправительственными организациями, когда это будет сочтено целесообразным.

2. Совет может также принимать меры по поддержанию контактов с другими соответствующими международными неправительственными организациями.

Статья 11

Допуск наблюдателей

Совет может предложить правительству любой страны, не являющейся участником, или любой организации, упомянутой в статье 10, принять участие в качестве наблюдателя в любом заседании Совета и/или любого комитета, учрежденного в соответствии со статьей 19.

Статья 12

Председатель и заместитель Председателя

1. Совет избирает на каждый год Председателя и заместителя Председателя.

2. Председатель и заместитель Председателя избираются по следующему принципу: один - из числа представителей экспортирующих участников, а другой - из числа представителей импортирующих участников. Эти должности ежегодно чередуются между данными двумя категориями участников при условии, однако, что это не препятствует в исключительных обстоятельствах переизбранию каждого из них или того и другого специальным большинством голосов Совета.

3. В случае временного отсутствия Председателя его замещает заместитель Председателя. В случае временного отсутствия Председателя и заместителя Председателя или постоянного отсутствия одного или обоих из них Совет может избрать новых

должностных лиц из числа представителей экспортирующих участников и/или из числа представителей импортирующих участников, в зависимости от обстоятельств, на временной или постоянной основе, в зависимости от потребностей.

4. Ни Председатель, ни любое другое должностное лицо, председательствующее на заседании Совета, не участвует в голосовании на этом заседании. Он, однако, может уполномочить другого представителя из той же категории участников на осуществление права голоса участника, которого он представляет.

Статья 13

Исполнительный директор, Управляющий стабилизационным запасом и другой персонал

1. Совет специальным большинством голосов назначает Исполнительного директора и Управляющего стабилизационным запасом.

2. Условия назначения Исполнительного директора и Управляющего стабилизационным запасом определяются Советом.

3. Исполнительный директор является главным административным должностным лицом Организации и несет ответственность перед Советом за управление механизмом и за действие настоящего Соглашения в соответствии с решениями Совета.

4. Управляющий стабилизационным запасом несет ответственность перед Исполнительным директором и Советом за выполнение функций, возложенных на него настоящим Соглашением, а также дополнительных функций, которые могут быть определены Советом. Управляющий стабилизационным запасом несет ответственность за повседневные операции стабилизационного запаса и постоянно информирует Исполнительного директора об общих операциях со стабилизационным запасом, с тем чтобы Исполнительный директор мог обеспечивать его эффективность в достижении целей настоящего Соглашения.

5. Исполнительный директор назначает персонал в соответствии с правилами, устанавливаемыми Советом. Персонал несет ответственность перед Исполнительным директором.

6. Ни Исполнительный директор, ни какой-либо сотрудник персонала, включая Управляющего стабилизационным запасом, не должны иметь какой-либо финансовой заинтересованности в производстве или торговле каучуком или в смежных коммерческих видах деятельности.

7. При исполнении своих обязанностей Исполнительный директор, Управляющий стабилизационным запасом и другие сотрудники персонала не должны запрашивать или получать указания от какого-либо участника или от какого-либо другого органа, являющегося посторонним для Совета или для любого комитета, учрежденного в соответствии со статьей 19. Они должны воздержаться от любых действий, которые могут отразиться на их положении как международных должностных лиц, ответственных лишь перед Советом. Каждый участник обязуется уважать строго международный характер обязанностей Исполнительного директора, Управляющего стабилизационным запасом и других сотрудников персонала и не пытаться оказывать на них влияние при исполнении ими своих обязанностей.

Статья 14

Сессии

1. Совет, как правило, проводит одну очередную сессию в полугодие.

2. Помимо сессий, созываемых в обстоятельствах, конкретно предусмотренных настоящим Соглашением, Совет собирается также на специальную сессию всякий раз, когда он принимает решение об этом, или по требованию:

a) Председателя Совета;

b) Исполнительного директора;

c) большинства экспортирующих участников;

d) большинства импортирующих участников;

e) одного из экспортирующих участников или нескольких экспортирующих участников, располагающих, по крайней мере, 200 голосами; или

f) одного из импортирующих участников или нескольких импортирующих участников, располагающих, по крайней мере, 200 голосами.

3. Сессии проводятся в штаб-квартире Организации, если Совет специальным большинством голосов не примет иного решения. Если по приглашению какого-либо из участников Совет собирается в ином месте, чем штаб-квартира Организации, этот участник несет соответствующие дополнительные расходы Совета.

4. Уведомления о созыве любых сессий и повестка дня таких сессий направляется участникам Исполнительным директором не менее чем за 30 дней до их открытия, за исключением экстренных случаев, когда такие уведомления направляются не менее чем за семь дней до открытия сессии.

Статья 15

Распределение голосов

1. Экспортирующие участники имеют вместе 1 000 голосов, и импортирующие участники имеют вместе 1 000 голосов.

2. Каждый экспортирующий участник получает один первоначальный голос из 1 000 голосов, за тем исключением, что в случае экспортирующего участника, чистый экспорт которого составляет менее 10 000 тонн в год, первоначальный голос не применяется. Оставшиеся голоса этой категории распределяются между экспортирующими участниками в максимально возможной степени пропорционально объему их соответствующего чистого экспорта натурального каучука за пять календарных лет, начиная с того года, который за шесть календарных лет предшествует распределению голосов, с тем исключением, что оцененный чистый экспорт Сингапура за такой период исчисляется как 13% его совокупного экспорта за этот период.

3. Голоса импортирующих участников распределяются между ними пропорционально среднему объему их соответствующего чистого импорта натурального каучука в течение трех календарных лет, начиная с того года, который на четыре календарных года предшествует

распределению голосов, с тем исключением, что каждый участник получает один голос, даже если его пропорциональная чистая доля недостаточна при отсутствии этого условия для такого распределения.

4. Для целей пунктов 2 и 3 настоящей статьи, пунктов 2 и 3 статьи 28, касающихся взносов импортирующих участников, и статьи 39 Совет на своей первой сессии составляет таблицу данных по чистому экспорту экспортирующих участников и таблицу данных по чистому импорту импортирующих участников, которые ежегодно пересматриваются в соответствии с настоящей статьей.

5. Дробление голосов не допускается. С исключением, установленным в пункте 3 настоящей статьи, при округлении до ближайшего полного голоса любая дробь менее 0,5 округляется до ближайшего меньшего целого числа, а любая дробь более или равная 0,5 округляется до ближайшего большего целого числа.

6. Совет распределяет голоса на каждый финансовый год в начале первой сессии этого года в соответствии с положениями настоящей статьи. Это распределение остается в силе на оставшуюся часть данного года за исключением случаев, предусмотренных в пункте 7 настоящей статьи.

7. При любом изменении состава участников Организации или в случае приостановления или восстановления права голоса какого-либо участника в соответствии с любым положением настоящего Соглашения Совет перераспределяет голоса в рамках соответствующей категории или категорий участников согласно положениям настоящей статьи.

8. В случае исключения участника в соответствии со статьей 65 или выхода участника в соответствии со статьями 64 или 63, что снижает общую долю в торговле, приходящуюся на оставшихся участников данной категории, ниже 80%, Совет собирается на сессию и принимает решение относительно условий и дальнейшего функционирования настоящего Соглашения, включая, в частности, необходимость в поддержании эффективных операций со стабилизационным запасом без возложения излишнего финансового бремени на остающихся участников.

Статья 16

Процедура голосования

1. Каждый участник имеет право подавать то число голосов, которым он располагает в Совете, и не имеет права делить свои голоса.

2. Путем письменного уведомления председателя Совета любой экспортирующий участник может уполномочить любого другого экспортирующего участника, а любой импортирующий участник может уполномочить любого другого импортирующего участника представлять его интересы и подавать его голоса на любой сессии или любом заседании Совета.

3. Участник, уполномоченный другим участником подавать голоса последнего, подает такие голоса согласно данным полномочиям.

4. Воздержавшийся во время голосования участник рассматривается как не подавший своих голосов.

Статья 17

Кворум

1. Кворум на любом заседании Совета составляет присутствие большинства экспортирующих участников и большинства импортирующих участников при условии, что такие участники располагают, по крайней мере, двумя третями общего числа голосов в своих соответствующих категориях.

2. Если в день, назначенный для заседания, или на следующий день кворум в соответствии с пунктом 1 настоящей статьи отсутствует, то на третий день и в последующие дни кворум будет составлять присутствие большинства экспортирующих участников и большинства импортирующих участников при условии, что такие участники располагают большинством общего числа голосов в своих соответствующих категориях.

3. Представительство в соответствии с пунктом 2 статьи 16 рассматривается как присутствие.

Статья 18

Решения

1. Все решения и рекомендации Совета применяются раздельным простым большинством голосов, если настоящим Соглашением не предусмотрено иное.

2. В том случае, когда один из участников использует положения статьи 16 и его голоса поданы на заседании Совета, такой участник рассматривается для целей пункта 1 настоящей статьи как присутствующий и участвующий в голосовании.

Статья 19

Учреждение комитетов

1. Настоящим учреждаются следующие комитеты:

a) Комитет по административным вопросам;

b) Комитет по операциям со стабилизационным запасом;

c) Комитет по статистике; и

d) Комитет по прочим мероприятиям.

Кроме того, Совет специальным большинством голосов может принимать решение об учреждении дополнительных комитетов.

2. Каждый комитет ответственен перед Советом. Совет специальным большинством голосов устанавливает состав и круг ведения каждого комитета.

Статья 20

Группа экспертов

1. Совет создает Группу экспертов в составе промышленных и торговых экспертов в области каучука экспортирующих и импортирующих участников.

2. Группа собирается для предоставления консультаций и помощи Совету и его комитетам, в частности, относительно функционирования стабилизационного запаса и относительно других мер, указанных в статье 44.

3. Членский состав, функции и административный механизм Группы определяются Советом.

ГЛАВА V

ПРИВИЛЕГИИ И ИММУНИТЕТЫ

Статья 21

Привилегии и иммунитеты

1. Организация является юридическим лицом. В частности, она обладает правоспособностью заключать договоры, приобретать движимое и недвижимое имущество и распоряжаться им, а также возбуждать судебные дела.

2. В кратчайшие по возможности сроки после вступления в силу настоящего Соглашения Организация добивается заключения с правительством страны, в которой расположена штаб-квартира Организации (именуемым ниже правительством принимающей страны), соглашения (именуемого ниже Соглашением о штаб-квартире) относительно такого статуса, привилегий и иммунитетов Организации, ее Исполнительного директора, персонала, экспертов и делегаций от участников в тех разумных пределах, в каких это необходимо для выполнения ими своих функций.

3. До заключения соглашения о штаб-квартире Организация просит правительство принимающей страны освободить, в пределах, совместимых с ее законодательством, от налогообложения суммы вознаграждения, выплачиваемые Организацией своим сотрудникам, а также активы, доходы и прочее имущество Организации.

4. Организация может также заключить с одним или несколькими правительствами соглашения, подлежащие утверждению Организацией и касающиеся таких привилегий и иммунитетов, которые могут быть необходимы для надлежащего функционирования настоящего Соглашения.

5. Если штаб-квартира Организации переводится на территорию другой страны, то правительство такой страны в кратчайший срок заключает с Организацией соглашение о штаб-квартире, подлежащее утверждению Советом.

6. Соглашение о штаб-квартире не является составной частью настоящего Соглашения. Его действие, однако, прекращается:

a) по соглашению между правительством принимающей страны и Организацией;

b) в случае перемещения штаб-квартиры Организации с территории принимающей страны; или

c) в случае прекращения существования Организации.

ГЛАВА VI

СЧЕТА И РЕВИЗИЯ

Статья 22

Финансовые счета

1. Для функционирования и выполнения настоящего Соглашения учреждаются два счета:

i) Счет стабилизационного запаса; и

ii) Административный счет.

2. Все нижеследующие поступления и расходы, связанные с созданием, функционированием и поддержанием стабилизационного запаса, относятся на Счет стабилизационного запаса: взносы участников в соответствии со статьей 28, займы для Счета стабилизационного запаса в соответствии со статьей 8, выплата займов и процентов по ним, доходы от продаж стабилизационных запасов, проценты на вклады Счета стабилизационного запаса, затраты на приобретение запасов, комиссионные, стоимость хранения, оплата перевозки и грузовой обработки, стоимость страхования и оборотные расходы. Совет, однако, может специальным большинством голосов отнести любые другие поступления или расходы, связанные со сделками или операциями со стабилизационным запасом, на Счет стабилизационного запаса.

3. Все другие поступления и расходы, связанные с функционированием настоящего Соглашения, относятся на Административный счет. Такие расходы, как правило, покрываются посредством взносов участников, размеры которых устанавливаются в соответствии со статьей 25.

4. Организация не несет ответственности за расходы делегаций или наблюдателей в Совете и любом комитете, учрежденном в соответствии со статьей 19.

Статья 23

Форма платежей

Платежи наличными на Административный счет и Счет стабилизационного запаса осуществляются в свободно используемых валютах или в валютах, которые являются конвертируемыми на основных валютных рынках в свободно используемые валюты, и на них не распространяются ограничения, относящиеся к иностранным валютам.

Статья 24

Ревизия

1. Совет назначает ревизоров для проверки его счетов.

2. Проверенные независимыми ревизорами отчеты о состоянии Административного счета и Счета стабилизационного запаса представляются участниками в кратчайшие, по возможности, сроки, но не раньше чем через три месяца после окончания каждого финансового года, и подлежат, соответственно, утверждению Советом на его следующей сессии. После этого публикуются сводные отчеты о состоянии проверенных счетов и баланса.

ГЛАВА VII

АДМИНИСТРАТИВНЫЙ СЧЕТ

Статья 25

Взносы в бюджет

1. На первой сессии после вступления в силу настоящего Соглашения Совет утверждает бюджет Административного счета на период со дня вступления в силу и до конца первого финансового года. В последующем, во второй половине каждого финансового года, Совет утверждает бюджет Административного счета на последующий финансовый год. Совет определяет взносы в данный бюджет каждого участника в соответствии с пунктом 2 настоящей статьи.

2. Взнос каждого участника в административный бюджет на каждый финансовый год должен быть пропорционален числу его голосов в общем числе голосов всех участников в момент утверждения административного бюджета на данный финансовый год. При установлении размеров взносов голоса каждого участника подсчитываются без учета временного лишения какого-либо из участников права голоса и без учета произведенного в результате этого перераспределения голосов.

3. Размер первоначального взноса в административный бюджет любого правительства, которое становится участником после вступления в силу настоящего Соглашения, устанавливается Советом на основе числа голосов, которыми он будет располагать, и срока, оставшегося до конца текущего финансового года, однако размеры взносов, установленных для других участников, при этом не меняются.

Статья 26

Уплата взносов в административный бюджет

1. Взносы в первый административный бюджет подлежат уплате в срок, определенный Советом на его первой сессии. Взносы в последующие административные бюджеты подлежат уплате в первый день каждого финансового года. Взнос правительства, которое становится участником после вступления в силу настоящего Соглашения, установленный в соответствии с пунктом 3 статьи 25, за соответствующий финансовый год подлежит уплате в срок, определяемый Советом.

2. Если какой-либо участник не уплатил полностью своего взноса в административный бюджет в течение двух месяцев после наступления срока уплаты такого взноса в соответствии с пунктом 1 настоящей статьи, Исполнительный директор предлагает этому участнику произвести платеж в кратчайший возможный срок. Если участник не уплатил свой взнос в течение двух месяцев после такого обращения Исполнительного директора, его право голоса в Организации приостанавливается, если только Совет специальным большинством голосов не принимает иного решения. Если участник все еще не уплатил свой взнос в течение четырех месяцев после такого обращения Исполнительного директора, Совет временно лишает этого участника всех прав, предоставленных в соответствии с настоящим Соглашением, если Совет специальным большинством голосов не принимает иного решения.

3. За задержку уплаты взносов Совет взимает проценты по базисной ставке в принимающей стране с даты, на которую взносы должны быть уплачены, или по коммерческой ставке в случае заимствования средств в соответствии со статьей 8, в зависимости от случая.

4. Участник, временно лишенный прав в соответствии с пунктом 2 настоящей статьи, остается, в частности, обязанным уплачивать свои взносы и выполнять все свои другие финансовые обязательства по настоящему Соглашению.

ГЛАВА VIII

СТАБИЛИЗАЦИОННЫЙ ЗАПАС

Статья 27

Размеры стабилизационного запаса

Для достижения целей настоящего Соглашения создается международный стабилизационный запас. Совокупный объем стабилизационного запаса составляет 550 тыс. тонн. Этот запас является единственным инструментом настоящего Соглашения для вмешательства на рынке с целью стабилизации цен. Стабилизационный запас состоит из:

a) обычного стабилизационного запаса в размере 400 тыс. тонн; и

b) чрезвычайного стабилизационного запаса в размере 150 тыс. тонн.

Статья 28

Финансирование стабилизационного запаса

1. Участники обязуются финансировать все расходы на международный стабилизационный запас в размере 550 000 тонн, учрежденный в соответствии со статьей 27.

2. Финансирование как обычного стабилизационного запаса, так и чрезвычайного стабилизационного запаса распределяется поровну между категориями экспортирующих и импортирующих участников. Размеры взносов участников на Счет стабилизационного запаса пропорциональны доле их голосов в Совете,за исключением случаев, предусмотренных в пунктах 3 и 4 настоящей статьи.

3. Взнос, уплачиваемый на Счет стабилизационного запаса любым импортирующим участником, доля которого в общем чистом импорте, указанная в таблице, составляемой Советом в соответствии с пунктом 4 статьи 15, равна 0,1% или менее от общего чистого импорта, определяется следующим образом:

a) если доля такого участника в общем чистом импорте меньше или равна 0,1%, но больше 0,05%, то он вносит сумму, определяемую на основе его фактической доли в общем чистом импорте;

b) если доля такого участника в общем чистом импорте равна 0,05% или менее, то он вносит сумму, определяемую на основе доли, равной 0,05% от общего чистого импорта.

4. В течение любого периода, в который настоящее Соглашение временно находится в силе в соответствии с пунктом 2 или подпунктом "b" пункта 4 статьи 61, финансовые обязательства каждого экспортирующего или импортирующего участника по Счету стабилизационного запаса в целом не превышают взнос этого участника, рассчитанный на основе числа голосов, соответствующего процентным долям, указанным в таблицах, составляемых Советом в соответствии с пунктом 4 статьи 15, от общего количества в 275 000 тонн, приходящегося соответственно на категории экспортирующих и импортирующих участников. Финансовые обязательства участников в период временного

действия настоящего Соглашения распределяются на равной основе между категориями экспортирующих и импортирующих участников. В любой момент, когда совокупные обязательства одной категории превышают совокупные обязательства другой категории, большая из этих двух совокупных величин приводится в соответствие с меньшей из них, при этом число голосов каждого участника в этой совокупной величине уменьшается пропорционально долям голосов, рассчитанным по таблицам, составляемым Советом в соответствии с пунктом 4 статьи 15.

5. Все расходы на обычный стабилизационный запас в размере 400 000 тонн финансируются за счет взносов участников наличными на Счет стабилизационного запаса. В соответствующих случаях такие взносы могут выплачиваться соответствующими учреждениями заинтересованных участников.

6. Все расходы на чрезвычайный стабилизационный запас в размере 150 000 тонн финансируются за счет взносов участников в виде:

a) наличных средств, заимствуемых Советом из коммерческих источников под обеспечение как складскими свидетельствами, так и гарантиями/обязательствами правительств; и/или

b) наличных средств.

В соответствующих случаях такие взносы могут вноситься соответствующими учреждениями заинтересованных участников.

7. Решение о выборе одного из вариантов, предусмотренных в подпунктах "a" и "b" пункта 6 настоящей статьи, или же обоих вариантов принимается индивидуально каждым участником; во всех случаях наличные средства помещаются на Счет стабилизационного запаса. В случаях заимствования в соответствии с подпунктом "a" пункта 6 стоимость складских свидетельств как доля совокупной стоимости стабилизационного запаса на эту дату не должна превышать пропорциональной доли голосов этих участников в Совете. Участники, от имени которых Совет прибегнул к коммерческому заимствованию в соответствии с подпунктом "a" пункта 6, несут ответственность по всем их соответствующим обязательствам в связи с таким заимствованием.

8. Все расходы на международный запас в размере 550 000 тонн оплачиваются со Счета стабилизационного запаса. Такие расходы включают все расходы по созданию и функционированию международного стабилизационного запаса в размере 550 000 тонн. В том случае, если сметные расходы, приведенные в приложении C к настоящему соглашению, не могут полностью покрыть общих расходов по созданию и функционированию стабилизационного запаса, Совет собирается на сессию и принимает необходимые меры для востребования взносов, которые требуются для покрытия таких расходов, в соответствии с процентными долями голосов.

Статья 29

Уплата взносов на Счет стабилизационного запаса

1. Первоначальный взнос наличными на Счет стабилизационного запаса устанавливается в размере, эквивалентном 70 млн. малайзийских рингитов. Эта сумма пропорционально распределяется между всеми участниками в соответствии с их процентной

долей голосов с учетом пункта 3 статьи 28. Взносы истребуются по получении Исполнительным директором извещения от всех участников о возможности выполнения ими финансовых обязательств в течение 18 месяцев после даты временного вступления настоящего Соглашения в силу. Эти первоначальные взносы производятся в течение 45 дней после запроса Исполнительного директора об их внесении.

2. Исполнительный директор может в любое время обратиться с запросом о взносах в случае, если Управляющий стабилизационным запасом свидетельствует, что для Счета стабилизационного запаса могут потребоваться такие средства в течение ближайших четырех месяцев.

3. После затребования взносов участники вносят их в течение 30 дней после даты уведомления. По просьбе любого участника или участников, на долю которых приходится 200 голосов в Совете, Совет проводит специальную сессию и может изменить или отменить запрос на основе оценки потребностей в средствах для поддержания операций со стабилизационным запасом в последующие три месяца. Если Совет не может прийти к решению, взносы подлежат уплате участниками в соответствии с решением Исполнительного директора.

4. Взносы, истребуемые для обычного и чрезвычайного стабилизационного запаса, оцениваются по нижней триггерной цене, действующей в момент истребования таких взносов.

5. Истребование взносов в чрезвычайный стабилизационный запас производится следующим образом:

a) при пересмотре запаса в размере 300 000 тонн, предусмотренном в статье 32, Совет:

i) получает от каждого участника заявление относительно метода, с помощью которого он будет финансировать свою долю чрезвычайного стабилизационного запаса в соответствии со статьей 28; и

ii) принимает все финансовые и иные меры, которые могут потребоваться для оперативного использования чрезвычайного стабилизационного запаса, включая, в случае необходимости, истребование средств;

b) при пересмотре запаса в размере 400 000 тонн, предусмотренном в статье 32, Совет обеспечивает:

i) предоставление всеми участниками финансирования своих соответствующих долей чрезвычайного стабилизационного запаса;

ii) использование чрезвычайного стабилизационного запаса и его полную готовность для принятия мер в соответствии с положениями статьи 31.

Статья 30

Пределы колебания цен

1. Для проведения операций со стабилизационным запасом устанавливаются:

a) справочная цена,

b) нижняя "цена вмешательства",

c) верхняя "цена вмешательства",

d) нижняя триггерная цена,

e) верхняя триггерная цена,

f) нижняя индикативная цена, и

g) верхняя индикативная цена.

2. В момент вступления в силу настоящего Соглашения справочная цена первоначально устанавливается в размере 210 малайзийских/сингапурских центов за килограмм. Она пересматривается и изменяется в соответствии с разделом А статьи 32.

3. Верхняя "цена вмешательства" и нижняя "цена вмешательства" рассчитываются, соответственно, в размере плюс и минус 15% от справочной цены, если Совет специальным большинством голосов не примет иного решения.

4. Верхняя триггерная цена и нижняя триггерная цена рассчитываются, соответственно, в размере плюс и минус 20% от справочной цены, если Совет специальным большинством голосов не примет иного решения.

5. Цены, рассчитанные в пунктах 3 и 4 настоящей статьи, округляются до ближайшего цента.

6. За исключениями, предусмотренными в настоящем Соглашении, нижняя индикативная цена устанавливается на уровне 150 малайзийских/сингапурских центов за килограмм, а верхняя индикативная цена устанавливается на уровне 270 малайзийских/сингапурских центов за килограмм на первые 30 месяцев после вступления в силу настоящего Соглашения.

Статья 31

Операции со стабилизационным запасом

1. Если в отношении пределов колебаний цен, предусмотренных в статье 30 или пересмотренных впоследствии согласно положениям статей 32 и 40, рыночная индикаторная цена, предусмотренная в статье 33:

a) окажется на уровне или выше верхней триггерной цены, то Управляющий стабилизационным запасом принимает меры для поддержания верхней триггерной цены, предлагая натуральный каучук для продажи до тех пор, пока рыночная индикаторная цена не упадет ниже верхней триггерной цены;

b) окажется выше верхней "цены вмешательства", то Управляющий стабилизационным запасом может продавать натуральный каучук для поддержания верхней триггерной цены;

c) находится на уровне верхней или нижней "цены вмешательства" или между ними, то Управляющий стабилизационным запасом не закупает и не продает

натуральный каучук, за исключением тех случаев, когда это необходимо для осуществления им своих обязанностей по обновлению запаса согласно статье 36;

d) окажется ниже нижней "цены вмешательства", то Управляющий стабилизационным запасом может закупать натуральный каучук в целях поддержания нижней триггерной цены;

e) окажется на уровне или ниже нижней триггерной цены, то Управляющий стабилизационным запасом принимает меры по поддержанию нижней триггерной цены, вступая с предложениями о закупке натурального каучука до тех пор, пока рыночная индикаторная цена не превысит нижнюю триггерную цену.

2. В том случае, если продажи или закупки для стабилизационного запаса достигают уровня 400 000 тонн, Совет принимает специальным большинством голосов решение о проведении операций с чрезвычайным стабилизационным запасом по:

a) нижней или верхней триггерной цене; или

b) любой цене между нижней триггерной ценой и нижней индикативной ценой или верхней триггерной ценой и верхней индикативной ценой.

3. Если Совет специальным большинством голосов не примет иного решения в соответствии с пунктом 2 настоящей статьи, Управляющий стабилизационным запасом использует чрезвычайный стабилизационный запас для поддержания нижней индикативной цены посредством проведения операций с чрезвычайным стабилизационным запасом в случае, когда рыночная индикаторная цена находится на среднем уровне между нижней индикативной ценой и нижней триггерной ценой, и для поддержания верхней индикативной цены посредством проведения операций с чрезвычайным стабилизационным запасом в случае, когда рыночная индикаторная цена находится на среднем уровне между верхней индикативной ценой и верхней триггерной ценой.

4. Все возможности стабилизационного запаса, включая обычный стабилизационный запас и чрезвычайный стабилизационный запас, полностью используются для обеспечения того, чтобы рыночная индикаторная цена не падала ниже нижней индикативной цены и не поднималась выше верхней индикативной цены.

5. Продажи и закупки осуществляются Управляющим стабилизационным запасом через признанные коммерческие рынки по преобладающим ценам, и все его сделки осуществляются в реальном каучуке с поставкой не позднее чем через три календарных месяца.

6. В целях упрощения операций со стабилизационным запасом Совет создает филиалы и такие механизмы ведомства Управляющего стабилизационным запасом, какие могут потребоваться на признанных рынках натурального каучука и в местах расположения утвержденных товарных складов.

7. Управляющий стабилизационным запасом подготавливает ежемесячные доклады об операциях со стабилизационным запасом и финансовом положении Счета стабилизационного запаса. Через шестьдесят дней после окончания каждого месяца доклад за этот месяц направляется участникам.

8. Информация об операциях со стабилизационным запасом включает сведения о количествах, ценах, видах, сортах и рынках в отношении всех операций со стабилизационным запасом, включая обновление запасов. Информация о финансовом положении Счета стабилизационного запаса включает также сведения о процентных ставках, условиях депозитов и займов, используемой валюте и другую соответствующую информацию по вопросам, указанным в пункте 2 статьи 22.

Статья 32

Пересмотр и изменение пределов колебания цен

A. Справочная цена

1. С учетом положений данного раздела настоящей статьи пересмотр и изменение справочной цены осуществляются на основе действующих на рынке тенденций и/или чистых изменений стабилизационного запаса. Справочная цена пересматривается Советом каждые 18 месяцев после вступления в силу настоящего Соглашения.

a) Если в течение шестимесячного периода до момента пересмотра средняя величина рыночной индикаторной цены дня находится на уровне верхней "цены вмешательства", нижней "цены вмешательства" или между этими двумя ценами, то справочная цена не пересматривается.

b) Если в течение шестимесячного периода до момента пересмотра средняя величина рыночной индикаторной цены дня опускается ниже нижней "цены вмешательства", то справочная цена автоматически пересматривается в сторону понижения в размере 5% от ее уровня в момент пересмотра, если Совет специальным большинством голосов не примет решения об ином процентном значении корректировки в сторону понижения справочной цены.

c) Если в течение шестимесячного периода до момента пересмотра средняя величина рыночной индикаторной цены дня превышает верхнюю "цену вмешательства", то справочная цена автоматически пересматривается в сторону повышения в размере 5% от ее уровня в момент пересмотра, если Совет специальным большинством голосов не примет решения об ином процентном значении корректировки в сторону повышения справочной цены.

2. Если после последней оценки в соответствии с настоящим пунктом или вступления в силу настоящего Соглашения чистое изменение стабилизационного запаса составит 100 000 тонн, Исполнительный директор созывает специальную сессию Совета в целях оценки ситуации. Совет специальным большинством голосов может постановить принять соответствующие меры, к которым могут относиться:

a) приостановление операций со стабилизационным запасом;

b) изменение объема закупок или продаж в рамках стабилизационного запаса; и

c) пересмотр справочной цены.

3. Если операции по закупкам в стабилизационный запас или продажам из стабилизационного запаса в размере 300 000 тонн имеют место a) после вступления в силу

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настоящего Соглашения; b) после последнего пересмотра в соответствии с данным пунктом или c) после пересмотра в соответствии с пунктом 2 настоящей статьи, в зависимости от того, какая из этих дат является более поздней, то справочная цена понижается или повышается соответственно на 3% от ее текущего уровня, если Совет специальным большинством голосов не примет решения понизить или повысить ее соответственно на иное количество процентов.

4. Любые корректировки справочной цены по каким бы то ни было причинам не должны допускать, чтобы триггерные цены выходили за рамки нижней или верхней индикативных цен.

B. Индикативные цены

5. Совет специальным большинством голосов может пересматривать нижнюю и верхнюю индикативные цены в порядке, предусмотренном в данном разделе настоящей статьи.

6. Совет обеспечивает, чтобы любой пересмотр индикативных цен соответствовал действующим на рынке тенденциям и условиям. В этой связи Совет рассматривает тенденции в области цен на натуральный каучук, потребления, предложения, производственных издержек и запасов, равно как и количество натурального каучука в стабилизационном запасе и финансовое состояние Счета стабилизационного запаса.

7. Нижняя и верхняя индикативные цены пересматриваются:

a) каждые 30 месяцев после вступления в силу настоящего Соглашения;

b) в исключительных обстоятельствах - по просьбе одного из участников или группы участников, имеющих 200 или более голосов в Совете; и

c) в случае пересмотра справочной цены i) в сторону понижения после последнего пересмотра нижней индикативной цены или вступления в силу настоящего Соглашения, или ii) в сторону повышения после последнего пересмотра верхней индикативной цены или вступления в силу настоящего Соглашения, по крайней мере на 3% в соответствии с пунктом 3 настоящей статьи и, по крайней мере, 5% в соответствии с пунктом 1 настоящей статьи, или, по меньшей мере, на эту величину в соответствии с пунктами 1, 2 и/или 3 настоящей статьи, при условии, что в течение 60 дней после последнего пересмотра справочной цены средняя величина рыночной индикаторной цены дня была либо ниже нижней "цены вмешательства", либо выше верхней "цены вмешательства", соответственно.

8. Независимо от положений, содержащихся в пунктах 5, 6 и 7 настоящей статьи, не предусматривается какого-либо пересмотра в сторону повышения нижней или верхней индикативной цены, если в течение шести месяцев до момента пересмотра пределов колебания цен в соответствии с настоящей статьей средняя величина рыночной индикаторной цены дня находится ниже справочной цены. Аналогичным образом не предусматривается пересмотр в сторону понижения нижней или верхней индикативной цены в случае, если средняя величина рыночной индикаторной цены дня в течение шести месяцев до момента пересмотра пределов колебания цен в соответствии с настоящей статьей находится выше справочной цены.

Статья 33

Рыночная индикаторная цена

1. Устанавливается рыночная индикаторная цена дня, определяемая как сложная взвешенная средняя, отражающая состояние рынка натурального каучука, на основе официальных цен дня за текущий месяц на рынках Куала-Лумпура, Лондона, Нью-Йорка и Сингапура. Первоначально рыночная индикаторная цена дня включает RSS 1, RSS 3 и TSR 20, и их вес должен быть равным. Все котировки пересчитываются в цены фоб портов Малайзии/Сингапура в валюте Малайзии/Сингапура.

2. Видовой/сортовой состав, вес и метод расчета рыночной индикаторной цены дня пересматриваются Советом и могут изменяться его решением, принимаемым специальным большинством голосов, для обеспечения того, чтобы эта цена отражала положение на рынке натурального каучука.

3. Считается, что рыночная индикаторная цена выше, на уровне или ниже цен, предусмотренных в настоящем Соглашении, если средняя величина рыночных индикаторных цен дня в течение последних пяти рыночных дней выше, на уровне или ниже таких цен.

Статья 34

Структура стабилизационных запасов

1. На своей первой сессии после вступления настоящего Соглашения в силу Совет устанавливает признанные в международном плане стандартные сорта и виды RSS и TSR для включения в стабилизационный запас при условии удовлетворения следующим критериям:

a) самым низким сортом и видом натурального каучука, разрешенными для включения в стабилизационный запас, являются RSS 3 и TSR 20; и

b) указываются все разрешенные в соответствии с подпунктом "a" настоящего пункта сорта и виды, на которые приходится не менее 3% международной торговли натуральным каучуком в предыдущем календарном году.

2. Совет может специальным большинством голосов изменить эти критерии и/или отдельные виды/сорта, если это необходимо для обеспечения соответствия структуры стабилизационного запаса изменениям состояния рынка, задаче достижения целей настоящего Соглашения в области стабилизации, а также необходимости поддержания высокого коммерческого уровня качества стабилизационных запасов.

3. Управляющий стабилизационным запасом должен стремиться к обеспечению того, чтобы структура стабилизационного запаса отражала структуру экспорта/импорта натурального каучука, содействуя при этом достижению целей настоящего Соглашения в области стабилизации.

4. Совет может специальным большинством голосов предложить Управляющему стабилизационным запасом изменить структуру стабилизационного запаса, если это диктуется задачей стабилизации цен.

Статья 35

Размещение стабилизационных запасов

1. Размещение стабилизационных запасов обеспечивает экономичность и эффективность коммерческих операций. В соответствии с этим принципом стабилизационные запасы размещаются на территории как экспортирующих, так и импортирующих участников. Распределение стабилизационных запасов между участниками осуществляется таким образом, чтобы были достигнуты цели настоящего Соглашения в области стабилизации при одновременном сведении затрат к минимуму.

2. Для поддержания высокого коммерческого уровня качества стабилизационных запасов они должны храниться лишь на складах, утвержденных на основании критериев, которые устанавливаются Советом.

3. После вступления в силу настоящего Соглашения Совет составляет и утверждает перечень складов и меры, необходимые для их использования. Совет периодически проводит обзор этого перечня.

4. Совет проводит также периодический обзор размещения стабилизационных запасов и может специальным большинством голосов дать указание Управляющему стабилизационным запасом об изменении расположения стабилизационных запасов в целях обеспечения экономичности и эффективности коммерческих операций.

Статья 36

Обновление стабилизационных запасов

1. Управляющий стабилизационным запасом обеспечивает, чтобы все стабилизационные запасы закупались и поддерживались на высоком коммерческом уровне качества. Он, по мере необходимости, обновляет запасы натурального каучука, хранящиеся в стабилизационном запасе, с целью обеспечения такого уровня, принимая должным образом во внимание затраты, связанные с таким обновлением, и его влияние на стабильность рынка. Затраты, связанные с обновлением, относятся на Счет стабилизационного запаса.

Статья 37

Ограничение или приостановление операций со стабилизационным запасом

1. Независимо от положений статьи 31 Совет, если он заседает, может специальным большинством голосов ограничить или приостановить операции со стабилизационным запасом, если, по его мнению, выполнение обязательств, возложенных на Управляющего стабилизационным запасом согласно этой статье, не приведет к осуществлению целей настоящего Соглашения.

2. Если Совет не заседает, то Исполнительный директор может после консультаций с Председателем ограничить или приостановить операции со стабилизационным запасом, если, по его мнению, выполнение обязательств, возложенных на Управляющего стабилизационным запасом согласно статье 31, не приведет к осуществлению целей настоящего Соглашения.

3. Немедленно по принятии решения об ограничении или приостановлении операций со стабилизационным запасом согласно пункту 2 настоящей статьи Исполнительный директор созывает сессию Совета для обсуждения этого решения. Независимо от положений пункта 4 статьи 14 Совет собирается в течение семи дней со дня ограничения или приостановления операций и специальным большинством голосов подтверждает или отменяет такое ограничение или приостановление операций. Если Совет не приходит на этой сессии к какому-либо решению, то операции со стабилизационным запасом возобновляются без каких-либо ограничений, наложенных в силу настоящей статьи.

Статья 38

Штрафы в связи с уплатой взносов на Счет стабилизационного запаса

1. Если участник не выполняет обязательства по внесению взносов на счет стабилизационного запаса в срок, установленный для уплаты таких взносов, то за ним числится задолженность. Участник, имеющий задолженность в течение 60 или более дней, не считается участником для целей голосования по вопросам, охватываемым положениями пункта 2 настоящей статьи.

2. Право на участие в голосовании и другие права в Совете участника, имеющего задолженность в течение 60 или более дней, согласно положениям пункта 1 настоящей статьи приостанавливаются в случае, если Совет специальным большинством голосов не примет иного решения.

3. Участник, имеющий задолженность, оплачивает проценты по базисной ставке принимающей страны начиная с даты, установленной для таких платежей, если только эта задолженность не покрывается за счет получения Советом займов в соответствии со статьей 8, в случае чего этот участник, имеющий задолженность, несет издержки, связанные с выплатой процентов по займам. Покрытие задолженности остальными импортирующими или экспортирующими участниками осуществляется на добровольной основе.

4. В том случае, если задолженность выплачивается согласно требованиям Совета, право на участие в голосовании и другие права участника, имеющего задолженность в течение 60 или более дней, восстанавливаются. Если задолженность покрыта другими участниками, то эти участники получают полную компенсацию.

Статья 39

Корректировки взносов на Счет стабилизационного запаса

1. При перераспределении голосов на первой сессии в каждом финансовом году Совет проводит необходимые корректировки взносов каждого участника на Счет стабилизационного запаса в соответствии с положениями настоящей статьи. В этих целях Исполнительный директор определяет:

a) чистый взнос каждого участника путем вычета возмещения взносов этому участнику в соответствии с пунктом 2 настоящей статьи из суммы всех взносов, сделанных этим участником с момента вступления в силу настоящего Соглашения;

b) общую сумму чистых взносов путем суммирования чистых взносов всех участников; и

c) пересмотренный чистый взнос для каждого участника путем распределения общей суммы чистых взносов между участниками на основе пересмотренной доли голосов каждого участника в Совете в соответствии со статьей 15 и с учетом положений пункта 3 статьи 28 при условии, что доля голосов каждого участника для целей настоящей статьи рассчитывается без учета временного лишения любого участника права голоса или любого вытекающего из этого перераспределения голосов.

В случае, когда чистый взнос участника превышает его пересмотренный чистый взнос, этому участнику возмещается разница со Счета стабилизационного запаса. В случае, когда пересмотренный чистый взнос участника превышает его чистый взнос, этот участник выплачивает разницу на Счет стабилизационного запаса.

2. Если Совет, с учетом пунктов 2 и 3 статьи 29, принимает решение, что чистые взносы превышают средства, необходимые для поддержания операций со стабилизационным запасом в течение следующих четырех месяцев, Совет возмещает такие излишки чистых взносов за вычетом первоначальных взносов, если только он не решит специальным большинством голосов не производить такого возмещения либо возместить меньшую сумму. Доли участников в сумме, подлежащей возмещению, пропорциональны их чистым взносам наличными.

3. По просьбе участника причитающееся ему возмещение может быть оставлено на Счете стабилизационного запаса. Если участник просит оставить причитающееся ему возмещение на Счете стабилизационного запаса, эта сумма засчитывается в уплату любого дополнительного взноса, запрашиваемого в соответствии со статьей 29.

4. Исполнительный директор незамедлительно уведомляет участников о каких-либо требующихся платежах или возмещении, являющихся результатом корректировок, произведенных в соответствии с пунктами 1 и 2 настоящей статьи. Такие платежи участников или возмещение участникам осуществляются в течение 60 дней после даты направления Исполнительным директором такого уведомления.

5. В случае, если сумма наличных средств на Счете стабилизационного запаса после погашения займа, если таковой имел место, превышает общую сумму чистых взносов, выплаченных участниками, такие избыточные средства распределяются после прекращения действия настоящего Соглашения.

Статья 40

Стабилизационный запас и изменения валютных курсов

1. В случае, если обменный курс между малайзийским рингитом/сингапурским долларом и валютами основных участников, экспортирующих и импортирующих натуральный каучук, изменяется настолько, что это существенно отражается на операциях со стабилизационным запасом, Исполнительный директор в соответствии со статьей 37 созывает специальную сессию Совета; такая сессия может быть также созвана по требованию участников в соответствии со статьей 14. Совет собирается в 10-дневный срок для подтверждения или аннулирования мер, принятых Исполнительным директором в соответствии со статьей 37, и может специальным большинством голосов принять решение о соответствующих

мерах, включая возможность пересмотра пределов колебаний цен в соответствии с принципами, изложенными в первых предложениях пунктов 1 и 6 статьи 32.

2. Совет специальным большинством голосов устанавливает процедуру определения существенного изменения паритетов этих валют с единственной целью обеспечения своевременного созыва Совета.

3. В случае, если расхождение между малайзийским рингитом и сингапурским долларом таково, что это существенно отражается на операциях со стабилизационным запасом, Совет собирается для рассмотрения положения и может рассмотреть вопрос о принятии единой валюты.

Статья 41

Процедура ликвидации Счета стабилизационного запаса

1. По прекращении действия настоящего Соглашения Управляющий стабилизационным запасом оценивает общие расходы на ликвидацию или передачу новому международному соглашению по натуральному каучуку активов Счета стабилизационного запаса в соответствии с положениями настоящей статьи и резервирует эту сумму на отдельном счете. Если эти остатки на счете недостаточны, Управляющий стабилизационным запасом продает достаточное количество натурального каучука из стабилизационного запаса для обеспечения требуемой дополнительной суммы.

2. Доля каждого участника по Счету стабилизационного запаса рассчитывается следующим образом:

a) стоимость стабилизационного запаса представляет собой стоимость общего количества натурального каучука каждого типа/сорта в стабилизационном запасе, рассчитанную по самой низкой из текущих цен соответствующих типов/сортов на рынках, упомянутых в статье 33, в течение 30 рыночных дней, предшествующих дате прекращения действия настоящего Соглашения;

b) сумма средств, имеющихся на Счете стабилизационного запаса, представляет собой стоимость стабилизационного запаса плюс чистые активы наличностью по Счету стабилизационного запаса на дату прекращения действия настоящего Соглашения за вычетом любой суммы, зарезервированной в соответствии с пунктом 1 настоящей статьи;

c) чистый взнос каждого участника представляет собой сумму его взносов в течение всего срока действия настоящего Соглашения за вычетом всех возмещений, осуществленных в соответствии со статьей 39;

d) если сумма средств, имеющихся на Счете стабилизационного запаса, больше или меньше общих чистых взносов, избыток или дефицит, соответственно, распределяется между участниками пропорционально взвешенной по времени доле каждого участника в чистых взносах в соответствии с настоящим Соглашением;

e) доля каждого участника по Счету стабилизационного запаса включает его чистый взнос, уменьшенный или увеличенный на величину его доли в дефиците или избытке по Счету стабилизационного запаса и уменьшенный на его долю

ответственности, если таковая имеется, по непогашенным займам, полученным Советом от имени этого участника.

3. В случае, если настоящее Соглашение должно быть немедленно заменено новым международным соглашением по натуральному каучуку, Совет специальным большинством голосов утверждает процедуру, обеспечивающую эффективную передачу новому соглашению, в соответствии с требованиями такого соглашения, долей по Счету стабилизационного запаса тех участников, которые намереваются участвовать в новом соглашении. Любой участник настоящего Соглашения, не желающий участвовать в новом соглашении, имеет право на возмещение своей доли:

a) из имеющихся наличных средств пропорционально его процентной доле в общей сумме чистых взносов на Счет стабилизационного запаса, в течение двух месяцев; и

b) из чистых поступлений от распродажи запасов, посредством упорядоченных продаж или посредством передачи новому международному соглашению по натуральному каучуку по текущим рыночным ценам, которая должна быть завершена в течение 12 месяцев;

если Совет специальным большинством голосов не примет решения увеличить выплаты в соответствии с подпунктом "a" настоящего пункта.

4. Если действие настоящего Соглашения прекращается без замены его новым международным соглашением по натуральному каучуку, предусматривающим создание стабилизационного запаса, Совет специальным большинством голосов утверждает процедуры, регулирующие упорядоченную распродажу стабилизационного запаса в течение максимального периода, оговоренного в пункте 7 статьи 67, с учетом следующих ограничений:

a) какие-либо дальнейшие закупки натурального каучука не производятся;

b) Организация не несет каких-либо новых расходов, за исключением тех, которые необходимы для распродажи стабилизационного запаса.

5. С учетом права любого участника предпочесть возмещение в виде натурального каучука в соответствии с пунктом 6 настоящей статьи, любые наличные средства, остающиеся на Счету стабилизационного запаса, незамедлительно распределяются между участниками пропорционально их долям, как это определено в пункте 2 настоящей статьи.

6. Вместо полной или частичной выплаты наличными каждый участник может предпочесть получить свою долю в активах Счета стабилизационного запаса в виде натурального каучука при условии соблюдения процедур, принятых Советом.

7. Совет утверждает соответствующие процедуры корректировки и выплаты долей участников по Счету стабилизационного запаса. Эта корректировка учитывает:

a) любое расхождение между ценой на натуральный каучук, оговоренной в подпункте "a" пункта 2 настоящей статьи, и ценами, по которым стабилизационный запас продается полностью или частично в соответствии с процедурами распродажи стабилизационного запаса; и

b) разницу между оценочными и фактическими расходами по ликвидации.

8. Совет собирается в 30-дневный срок после окончательных операций по Счету стабилизационного запаса для производства окончательных расчетов между участниками в течение 30 последующих дней.

ГЛАВА IX

СВЯЗЬ С ОБЩИМ ФОНДОМ

Статья 42

Связь с Общим фондом

С началом операций Общего фонда Совет полностью использует возможности Общего фонда в соответствии с принципами, сформулированными в настоящем Соглашении. Совет с этой целью проводит переговоры с Общим фондом о взаимно приемлемых условиях и формах соглашения об ассоциации, которое должно быть заключено с Фондом.

ГЛАВА X

МЕРЫ ПО ПОСТАВКАМ

Статья 43

Наличие поставок

1. Экспортирующие участники обязуются в максимально возможной степени осуществлять политику и программы, обеспечивающие непрерывность поставок натурального каучука потребителям.

2. Экспортирующие участники стремятся и далее к повышению качества натурального каучука и достижению единообразия в качественных спецификациях и форме представления натурального каучука в соответствии с техническими и рыночными изменениями.

3. В случае потенциального недостатка в производстве натурального каучука Совет может выносить рекомендации заинтересованным участникам о соответствующих возможных мерах, направленных на скорейшее увеличение поставок натурального каучука.

Статья 44

Прочие меры

1. Для достижения целей настоящего Соглашения Совет устанавливает и предлагает соответствующие меры и методы, направленные на содействие развитию экономики натурального каучука производящих участников путем расширения и улучшения производства, продуктивности и маркетинга, способствуя тем самым увеличению экспортных поступлений производящих участников и в то же время - повышению надежности поставок.

2. Для этого Комитет по прочим мероприятиям проводит экономические и технические анализы с целью определения:

a) программ и проектов исследований и разработок в области натурального каучука, которые являются выгодными как для экспортирующих, так и для импортирующих участников, включая научные исследования в конкретных областях;

b) программ и проектов повышения производительности в промышленности натурального каучука;

c) путей и способов улучшения поставок натурального каучука и достижения единообразия в вопросах качественных спецификаций и кондиционирования натурального каучука; и

d) методов улучшения обработки, маркетинга и распределения необработанного натурального каучука.

3. Совет рассматривает финансовые последствия таких мер и методов и принимает меры для поощрения и упрощения процедур предоставления соответствующих финансовых ресурсов из таких источников, как международные финансовые учреждения и второй счет Общего фонда после его создания.

4. Совет может выносить соответствующие рекомендации участникам, международным учреждениям и другим организациям в отношении содействия осуществлению конкретных мер, предусмотренных настоящей статьей.

5. Комитет по прочим мероприятиям периодически рассматривает результаты тех мер, в отношении содействия которым Совет принял решение или которые рекомендованы им, и представляет Совету доклад по этому вопросу.

ГЛАВА XI

КОНСУЛЬТАЦИИ В ОТНОШЕНИИ ВНУТРЕННЕЙ ПОЛИТИКИ

Статья 45

Консультации

Совет по просьбе любого участника проводит консультации относительно правительственной политики в области натурального каучука, непосредственно затрагивающей предложение или спрос. Совет может представлять свои рекомендации на рассмотрение участников.

ГЛАВА XII

СТАТИСТИЧЕСКИЕ ДАННЫЕ, ИССЛЕДОВАНИЯ И ИНФОРМАЦИЯ

Статья 46

Статистические данные и информация

1. Совет собирает, сопоставляет и, в случае необходимости, публикует такую статистическую информацию о натуральном каучуке и связанных с ним областях, которая требуется для удовлетворительного функционирования настоящего Соглашения.

2. Участники своевременно и в максимально возможном объеме предоставляют Совету данные относительно производства, потребления и международной торговли натуральным каучуком по конкретным сортам.

3. Совет может также просить участников предоставлять другую информацию, включая информацию о связанных с натуральным каучуком областях, которая может потребоваться для удовлетворительного функционирования настоящего Соглашения.

4. Участники предоставляют все вышеуказанные статистические данные и информацию в разумные сроки в максимально возможной степени, в соответствии с их национальным законодательством.

5. Совет устанавливает тесные контакты с соответствующими международными организациями, в том числе с Международной исследовательской группой по каучуку и с биржами сырьевых товаров, с целью содействия получению свежих и надежных данных о производстве, потреблении, запасах, международной торговле и ценах в отношении натурального каучука, а также о других факторах, влияющих на спрос на натуральный каучук и на его предложение.

6. Совет прилагает усилия для обеспечения того, чтобы никакая опубликованная информация не наносила ущерба конфиденциальности операций лиц или компаний, занимающихся производством, обработкой или маркетингом натурального каучука или связанных с ним продуктов.

Статья 47

Ежегодная оценка положения, перспективные оценки и исследования

1. Совет подготавливает и публикует ежегодную оценку мирового положения в области натурального каучука и в связанных с ним областях в свете информации, представляемой участниками и всеми соответствующими межправительственными и международными организациями.

2. Кроме того, Совет не менее одного раза в полгода оценивает перспективы производства, потребления, экспорта и импорта натурального каучука всех видов и сортов на последующие шесть месяцев. Он информирует участников об этих оценках.

3. Совет проводит или принимает соответствующие меры для проведения исследований тенденций в области производства натурального каучука, его потребления, торговли, маркетинга и цен, а также краткосрочных и долгосрочных проблем мирового хозяйства натурального каучука.

Статья 48

Ежегодный обзор

1. Совет проводит ежегодный обзор функционирования настоящего Соглашения в свете целей, изложенных в статье 1. Он информирует участников о результатах этого обзора.

2. Совет может затем разработать рекомендации участникам и принять далее меры в рамках своей компетенции по повышению эффективности функционирования настоящего Соглашения.

ГЛАВА XIII

ПРОЧИЕ ПОСТАНОВЛЕНИЯ

Статья 49

Общие обязательства участников

1. В период действия настоящего Соглашения участники прилагают все усилия и сотрудничают в достижении целей настоящего Соглашения и не принимают каких-либо мер, противоречащих этим целям.

2. Участники стремятся, в частности, улучшить положение экономики натурального каучука и поощрять производство и использование натурального каучука для содействия росту и модернизации экономики натурального каучука в интересах взаимной выгоды производителей и потребителей.

3. Участники признают обязательный характер всех решений Совета, принятых в соответствии с настоящим Соглашением, и не будут принимать мер, ограничивающих эти решения или противоречащих им.

Статья 50

Препятствия для торговли

1. Совет в соответствии с ежегодной оценкой мирового положения в области натурального каучука, предусмотренной в статье 47, выявляет любые препятствия, стоящие на пути расширения торговли натуральным каучуком в сыром, полуобработанном или переработанном виде.

2. Совет может для достижения целей настоящей статьи выносить рекомендации участникам о том, чтобы они стремились на соответствующих международных форумах к принятию общеприемлемых практических мер, направленных на постепенное устранение и, по мере возможности, ликвидацию таких препятствий. Совет периодически изучает результаты таких рекомендаций.

Статья 51

Перевозки и структура рынка натурального каучука

Совет поощряет и облегчает принятие мер по содействию установлению обоснованных и справедливых фрахтовых ставок и улучшению транспортной системы с целью обеспечения регулярных поставок на рынки и снижения стоимости сбываемых продуктов.

Статья 52

Дифференцированные и корректировочные меры

Развивающиеся импортирующие участники и наименее развитые страны-участницы, на интересы которых оказывают неблагоприятное влияние меры, принимаемые в рамках настоящего Соглашения, могут обращаться к Совету с просьбой принять соответствующие

дифференцированные и корректировочные меры. Совет рассматривает вопрос о принятии таких надлежащих мер в соответствии с пунктами 3 и 4 раздела III резолюции 93 (IV) Конференции Организации Объединенных Наций по торговле и развитию.

Статья 53

Освобождение от обязательств

1. В тех случаях, когда это необходимо по причине исключительных обстоятельств, чрезвычайного положения, а также форс-мажорных обстоятельств, о которых конкретно не говорится в настоящем Соглашении, Совет может специальным большинством голосов принять решение об освобождении какого-либо участника от того или иного обязательства, предусмотренного настоящим Соглашением, если он удовлетворен объяснением этого участника в отношении причин, в силу которых это обязательство не может быть выполнено.

2. Освобождая какого-либо участника от обязательства в соответствии с положениями пункта 1 настоящей статьи, Совет четко определяет соответствующие условия и период, на который этот участник освобождается от такого обязательства, а также причины, по которым предоставляется освобождение от обязательства.

Статья 54

Справедливые трудовые нормы

Участники заявляют, что они будут стремиться поддерживать трудовые нормы, направленные на повышение уровня жизни лиц, занятых в их секторах промышленности натурального каучука.

ГЛАВА XIV

ЖАЛОБЫ И СПОРЫ

Статья 55

Жалобы

1. Любая жалоба на невыполнение тем или иным участником своих обязательств по настоящему Соглашению передается по просьбе участника, подающего жалобу, Совету, который после предварительной консультации с заинтересованными участниками выносит решение по этому вопросу.

2. В любом решении Совета о том, что участник нарушает свои обязательства по настоящему Соглашению, указывается характер нарушения.

3. Когда Совет на основании жалобы или на ином основании устанавливает, что участник нарушил настоящее Соглашение, он может специальным большинством голосов и без ущерба для других мер, конкретно предусматриваемых другими статьями настоящего Соглашения:

a) временно лишить соответствующего участника права голоса в Совете и, если он считает это необходимым, временно лишить такого участника любых других прав, в том числе права занимать пост в Совете или в любом из комитетов, учрежденных в соответствии со статьей 19, и права быть членом таких комитетов, до выполнения им своих обязательств; или

b) принять решение в соответствии со статьей 65 в том случае, когда такое нарушение серьезно препятствует выполнению настоящего Соглашения.

Статья 56

Споры

1. Любой спор относительно толкования или применения настоящего Соглашения, не урегулированный соответствующими участниками, передается по просьбе любого участника, выступающего стороной в споре, на решение Совета.

2. В любом случае передачи спора в Совет в соответствии с пунктом 1 настоящей статьи большинство участников, которые располагают, по крайней мере, одной третью общего числа голосов, могут потребовать, чтобы Совет после обсуждения спора и до вынесения своего решения запросил по предмету спора мнение консультативной группы, учрежденной в соответствии с пунктом 3 настоящей статьи.

3. a) Если Совет специальным большинством голосов не принимает иного решения, консультативная группа состоит из пяти следующих лиц:

i) двух лиц, назначаемых экспортирующими участниками, одно из которых обладает большим опытом в вопросах, аналогичных данному спорному вопросу, а другое - большим юридическим авторитетом и опытом;

ii) двух лиц, назначаемых импортирующими участниками и отвечающих аналогичным требованиям;

iii) председателя, единогласно избираемого четырьмя лицами, назначенными согласно подпунктам "i" и "ii" настоящего пункта, или, если они не смогут прийти к соглашению, - Председателем Совета.

b) В состав консультативной группы могут входить граждане стран, как участвующих, так и не участвующих в настоящем Соглашении.

c) Лица, назначенные в состав консультативной группы, действуют в своем личном качестве, не получая указаний от какого-либо правительства.

d) Расходы консультативной группы оплачиваются Организацией.

4. Заключение консультативной группы и мотивировка этого заключения представляются Совету, который по рассмотрении всей относящейся к делу информации специальным большинством голосов выносит решение по данному спору.

ГЛАВА XV

ЗАКЛЮЧИТЕЛЬНЫЕ ПОЛОЖЕНИЯ

Статья 57

Подписание

Настоящее Соглашение открыто для подписания в Центральных учреждениях Организации Объединенных Наций с 2 января по 30 июня 1980 года включительно правительствами, приглашенными на Конференцию ООН по натуральному каучуку 1978 года.

Статья 58

Депозитарий

Депозитарием данного Соглашения настоящим назначается Генеральный секретарь Организации Объединенных Наций.

Статья 59

Ратификация, принятие и утверждение

1. Настоящее Соглашение подлежит ратификации, принятию или утверждению подписавшими его правительствами согласно их соответствующим конституционным или институционным процедурам.

2. Ратификационные грамоты или документы о принятии или утверждении сдаются на хранение депозитарию не позднее 30 сентября 1980 года. Совет, однако, может продлить этот срок для подписавших Соглашение правительств, которые не смогли сдать на хранение свои документы в этот срок.

3. Каждое правительство, сдающее на хранение ратификационную грамоту, документ о принятии или утверждении, должно в момент сдачи документа на хранение заявить о своей принадлежности к экспортирующим или импортирующим участникам.

Статья 60

Уведомление о временном применении

1. Правительство, подписавшее настоящее Соглашение, которое намеревается ратифицировать, принять или утвердить его, или правительство, для которого Совет установил условия присоединения, но которое еще не смогло сдать на хранение свой соответствующий документ, может в любое время уведомить депозитария о том, что оно будет полностью применять настоящее Соглашение на временной основе либо когда оно вступит в силу в соответствии со статьей 61, либо, если оно уже вступило в силу, - в указанный срок.

2. Независимо от положений пункта 1 правительство может предусмотреть в своем уведомлении о применении Соглашения на временной основе, что оно будет применять настоящее Соглашение лишь в рамках, ограниченных его конституционными и/или правовыми

процедурами. Такое правительство, однако, выполняет все свои финансовые обязательства, относящиеся к Административному счету. Временное участие правительства, которое делает такое уведомление, не превышает 18 месяцев с момента временного вступления в силу настоящего Соглашения. В случае необходимости истребования средств для Счета стабилизационного запаса в течение указанного 18-месячного периода Совет принимает решение о статусе правительства, являющегося временным участником в соответствии с настоящим пунктом.

Статья 61

Вступление в силу

1. Настоящее Соглашение окончательно вступает в силу с 1 октября 1980 года или с любой более поздней даты, если к этой дате правительства, на которые приходится, по крайней мере, 80% чистого экспорта в соответствии с приложением А к настоящему Соглашению, и правительства, на которые приходится, по крайней мере, 80% чистого импорта в соответствии с приложением В к настоящему Соглашению, сдали на хранение свои ратификационные грамоты или документы о принятии, утверждении или присоединении, или в полном объеме взяли на себя финансовые обязательства по настоящему Соглашению.

2. Настоящее Соглашение временно вступает в силу с 1 октября 1980 года или с любой даты в течение последующих двух лет, если к этой дате правительства, на которые приходится, по крайней мере, 65% чистого экспорта в соответствии с приложением А к настоящему Соглашению, и правительства, на которые приходится, по крайней мере, 65% чистого импорта в соответствии с приложением В к настоящему Соглашению, сдали на хранение свои ратификационные гармоты или документы о принятии или утверждении, или уведомили депозитария в соответствии со статьей 60, что они будут применять настоящее Соглашение на временной основе. Соглашение остается в силе на временной основе не больше 18 месяцев, если оно окончательно не вступает в силу в соответстви с пунктом 1 настоящей статьи или если Совет не примет иного решения в соответствии с пунктом 4 настоящей статьи.

3. Если настоящее Соглашение не вступает временно в силу в соответствии с пунктом 2 настоящей статьи в течение двух лет с 1 октября 1980 года, Генеральный секретарь Организации Объединенных Наций в кратчайшие приемлемые, по его мнению, сроки после этой даты созывает представителей правительств, сдавших на хранение ратификационные грамоты или документы о принятии, утверждении или присоединении или же уведомивших его, что они будут применять настоящее Соглашение на временной основе, и всех других участников Конференции Организации Объединенных Наций по натуральному каучуку 1978 года на совещание с целью рекомендовать тем правительствам, которые имеют такую возможность, предпринять необходимые шаги по введению в действие настоящего Соглашения временно или окончательно в отношениях между ними полностью или частично. Если на этом совещании не будет принято какого-либо решения, Генеральный секретарь может созывать такие дополнительные совещания, какие он сочтет необходимым.

4. Если требования, необходимые для окончательного вступления в силу настоящего Соглашения в соответствии с пунктом 1 настоящей статьи, не удовлетворены в течение 18 календарных месяцев с момента временного вступления Соглашения в силу в соответствии с пунктом 2 настоящей статьи, Генеральный секретарь Организации Объединенных Наций в кратчайшие приемлемые, по его мнению, сроки, но до истечения упомянутого выше 18-месячного срока созывает представителей тех правительств, которые сдали на хранение ратификационные грамоты или документы о принятии, утверждении или

присоединении или же уведомили его, что они будут применять настоящее Соглашение на временной основе, и всех других участников Конференции Организации Объединенных Наций по натуральному каучуку 1978 года на совещание для рассмотрения перспектив настоящего Соглашения. С учетом рекомендаций совещания, созываемого Генеральным секретарем Организации Объединенных Наций, Совет собирается для принятия решения о перспективах настоящего Соглашения. При этом Совет специальным большинством голосов принимает решение:

a) окончательно ввести настоящее Соглашение в действие между существующими участниками полностью или частично;

b) оставить Соглашение временно в силе между существующими участниками полностью или частично еще на один год; или

c) провести переговоры о пересмотре настоящего Соглашения.

Если Совет не примет какого-либо решения, действие настоящего Соглашения прекращается по истечении 18-месячного периода.

5. Для любого правительства, сдавшего на хранение ратификационную грамоту или документ о принятии, утверждении или присоединении после вступления в силу настоящего Соглашения, оно вступает в силу с даты сдачи на хранение такого документа.

6. Генеральный секретарь Организации Объединенных Наций созывает первую сессию Совета в кратчайшие, по возможности, сроки после вступления в силу настоящего Соглашения.

Статья 62

Присоединение

1. Настоящее Соглашение открыто для присоединения правительств всех государств на устанавливаемых Советом условиях, которые включают сроки сдачи на хранение документа о присоединении. Совет может, однако, продлить эти сроки для правительств, не имеющих возможности сдать документ о присоединении в сроки, установленные в условиях о присоединении.

2. Присоединение осуществляется путем сдачи депозитарию на хранение документа о присоединении.

Статья 63

Поправки

1. Совет может специальным большинством голосов рекомендовать участникам поправки к настоящему Соглашению.

2. Совет устанавливает срок уведомления участниками депозитария о принятии ими поправки.

3. Поправка вступает в силу через 90 дней после получения депозитарием уведомлений о принятии от участников, составляющих, по крайней мере, две трети экспортирующих

участников и имеющих, по крайней мере, 85% голосов экспортирующих участников, а также от участников, составляющих, по крайней мере, две трети импортирующих участников и имеющих, по крайней мере, 85% голосов импортирующих участников.

4. После того, как депозитарий информирует Совет о том, что требования в отношении вступления поправки в силу выполнены, любой участник, независимо от положений пункта 2 настоящей статьи относительно срока, устанавливаемого Советом, может, тем не менее, известить депозитария о принятии им данной поправки при условии, что такое уведомление делается до вступления поправки в силу.

5. Любой участник, который не уведомил о принятии им поправки на дату вступления данной поправки в силу, перестает быть договаривающейся стороной настоящего Соглашения с этой даты, если только такой участник не представит Совету доказательств, что он не смог принять поправку в установленный срок вследствие затруднений, связанных с выполнением конституционных или институционных процедур, и Совет не примет решения продлить для этого участника срок, установленный для принятия поправки. Для такого участника поправка не является обязательной до тех пор, пока он не уведомит о своем принятии этой поправки.

6. Если по истечении срока, установленного Советом в соответствии с пунктом 2 настоящей статьи, требования в отношении вступления поправки в силу не выполнены, то поправка считается снятой.

Статья 64

Выход

1. Участник может выйти из настоящего Соглашения в любое время после его вступления в силу путем уведомления депозитария о своем выходе. Этот участник должен одновременно известить о своем решении Совет.

2. По истечении одного года после получения его уведомления депозитарием данный участник перестает быть договаривающейся стороной настоящего Соглашения.

Статья 65

Исключение

Если Совет сочтет, что какой-либо участник нарушает свои обязательства по настоящему Соглашению, и решит далее, что такое нарушение наносит существенный ущерб функционированию настоящего Соглашения, он может специальным большинством голосов исключить такого участника из настоящего Соглашения. Совет немедленно уведомляет об этом депозитария. По истечении одного года после вынесения решения Советом указанный участник перестает быть договаривающейся стороной настоящего Соглашения.

Статья 66

Порядок расчетов с выходящими или исключенными участниками или участниками, которые не могут принять поправку

1. В соответствии с положениями настоящей статьи Совет определяет любой порядок расчетов с участником, который перестал быть договаривающейся стороной настоящего Соглашения вследствие:

a) непринятия поправки к настоящему Соглашению в соответствии со статьей 63;

b) выхода из настоящего Соглашения в соответствии со статьей 64; или

c) исключения из настоящего Соглашения в соответствии со статьей 65.

2. Совет удерживает любой взнос, уплаченный на Административный счет участником, который перестает быть договаривающейся стороной настоящего Соглашения.

3. Совет возмещает долю по Счету стабилизационного запаса в соответствии со статьей 41 участнику, который перестает быть договаривающейся стороной вследствие непринятия поправки к настоящему Соглашению, выхода или исключения, за вычетом его доли в любых излишках.

a) Такое возмещение участнику, который перестает быть договаривающейся стороной вследствие непринятия поправки к настоящему Соглашению, производится через один год после вступления в силу соответствующей поправки.

b) Такое возмещение выходящему участнику производится в течение 60 дней после того, как этот участник перестает быть договаривающейся стороной настоящего Соглашения, если только Совет в результате выхода этого участника не примет решения о прекращении действия настоящего Соглашения в соответствии с пунктом 6 статьи 67 до такого возмещения, в случае чего применяются положения статьи 41 и пункта 7 статьи 67.

c) Такое возмещение исключенному участнику производится в течение 60 дней после того, как участник перестает быть договаривающейся стороной настоящего Соглашения.

4. В случае невозможности произвести платеж, причитающийся в соответствии с положениями подпунктов "a", "b" или "c" пункта 3 настоящей статьи, наличными со Счета стабилизационного запаса без нарушения его функционирования или возникновения необходимости в истребовании дополнительных взносов участников для покрытия такого возмещения, платеж откладывается до такого времени, когда можно будет продать необходимое количество натурального каучука из стабилизационного запаса по цене, равной или превышающей верхнюю "цену вмешательства". В случае, если до истечения годичного срока, предусмотренного в статье 64, Совет информирует выходящего участника о том, что расчет должен быть отложен в соответствии с настоящим пунктом, годичный срок между уведомлением о намерении выйти из Соглашения и фактическим выходом может, по желанию выходящего участника, быть продлен до момента, когда Совет информирует этого участника о том, что выплата его доли может быть произведена в течение 60 дней.

5. Участник, получивший соответствующее возмещение согласно положениям настоящей статьи, не имеет права на какую-либо долю поступлений от ликвидации Организации. На него также не возлагается ответственность по оплате какой-либо части дефицита Организации после выплаты такого возмещения.

Статья 67

Срок действия, продление и прекращение действия Соглашения

1. Настоящее Соглашение остается в силе в течение пяти лет после вступления его в силу, если только оно не будет продлено согласно пункту 2, 3 или 4 настоящей статьи или если его действие не будет прекращено согласно пункту 5 или 6 настоящей статьи.

2. До истечения пятилетнего периода, указанного в пункте 1 настоящей статьи, Совет может специальным большинством голосов принять решение продлить действие настоящего Соглашения на период, не превышающий двух лет, и/или пересмотреть его. Совет уведомляет депозитария о любых таких решениях.

3. Если до истечения пятилетнего периода, указанного в пункте 1 настоящей статьи, начаты, но еще не закончены переговоры о новом соглашении для замены настоящего Соглашения, Совет может специальным большинством голосов продлить действие настоящего Соглашения на срок, не превышающий двух лет. Совет уведомляет депозитария о любом таком продлении.

4. Если до истечения пятилетнего периода, указанного в пункте 1 настоящей статьи, заключено новое соглашение, заменяющее настоящее Соглашение, но новое соглашение еще не вступило временно или окончательно в силу, то Совет может специальным большинством голосов продлить действие настоящего Соглашения до временного или окончательного вступления в силу нового соглашения при условии, что срок продления не превышает двух лет. Совет уведомляет депозитария о любом таком продлении.

5. Если новое международное соглашение по натуральному каучуку заключено и вступает в силу в течение любого периода продления действия настоящего Соглашения согласно пункту 2, 3 или 4 настоящей статьи, действие настоящего продленного Соглашения прекращается по вступлении в силу нового соглашения.

6. Совет может в любое время специальным большинством голосов принять решение о прекращении действия настоящего Соглашения, начиная с такой даты, какую он может определить. Совет уведомляет депозитария о любом таком решении.

7. Независимо от прекращения действия настоящего Соглашения, Совет продолжает существовать в течение периода, не превышающего трех лет, для проведения ликвидации Организации, включая расчеты, и распродажи активов в соответствии с положениями статьи 41 и при условии принятия соответствующих решений специальным большинством голосов и в течение этого периода обладает такими полномочиями и выполняет такие функции, какие могут быть необходимыми для указанных целей.

Статья 68

Оговорки

Оговорки в отношении какого-либо из положений настоящего Соглашения не допускаются.

Статья 69

Аутентичные тексты настоящего Соглашения

Тексты настоящего Соглашения на английском, испанском, китайском, русском и французском языках являются равно аутентичными.

В УДОСТОВЕРЕНИЕ ЧЕГО нижеподписавшиеся, должным образом уполномоченные на то своими соответствующими правительствами, подписали настоящее Соглашение, проставив указанные ниже даты подписания.

СОВЕРШЕНО в Женеве шестого октября тысяча девятьсот семьдесят девятого года.

Приложение А

Доли отдельных стран-экспортеров в совокупном чистом экспорте стран-участниц Конференции Организации Объединенных Наций по натуральному каучуку, рассчитанные для целей статьи 61

	%%[a]
Боливия	0,081
Камерун	0,514
Индия	0,199
Индонезия	25,387
Либерия	2,551
Малайзия	48,218
Нигерия	1,313
Папуа-Новая Гвинея	0,150
Филиппины	0,018
Сингапур	4,406
Шри Ланка	4,367
Таиланд	12,004
Заир	0,792
Всего	100,000

a/ Доли представляют собой проценты от совокупного чистого экспорта натурального каучука за пятилетний период 1974-1978 гг.

Приложение В

Доли отдельных стран-импортеров и групп стран-импортеров в совокупном чистом импорте стран-участниц Конференции Организации Объединенных Наций по натуральному каучуку, рассчитанные для целей статьи 61

	%[a]
Алжир	0,081
Австралия	1,467
Австрия	0,683
Бразилия	1,836
Болгария	0,394
Канада	2,934
Китай	7,707
Чехословакия	1,810
Эквадор	0,050
Египет	0,097
ЕЭС	23,283
Бельгия/Люксембург	0,772
Дания	0,171
Франция	5,428
Федеративная Республика Германии	6,435
Ирландия	0,273
Италия	4,150
Нидерланды	0,733
Соединенное Королевство	5,321
Ирак	0,051
Финляндия	0,226
Германская Демократическая Республика	1,258
Гана	0,141
Гватемала	0,070
Венгрия	0,534
Япония	10,780
Мадагаскар	0,000
Мальта	0,000
Мексика	1,325

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Марокко	0,150
Новая Зеландия	0,291
Норвегия	0,094
Панама	0,000
Перу	0,225
Польша	1,980
Корейская Республика	3,189
Румыния	1,529
Сомали	0,000
Испания	3,178
Швеция	0,439
Швейцария	0,122
Сирийская Арабская Республика	0,014
Тунис	0,008
Турция	0,758
Союз Советских Социалистических Республик	7,148
Соединенные Штаты Америки	24,756
Уругвай	0,117
Венесуэла	0,306
Югославия	0,969
Всего	100,000

a/ Доли представляют собой проценты от совокупного чистого импорта натурального каучука за трехлетний период 1976, 1977 и 1978 гг.

Приложение С

Расходы на стабилизационный запас, рассчитанные председателем Конференции Организации Объединенных Наций по натуральному каучуку 1978 года

В нормальных условиях расходы, связанные с приобретением и функционированием стабилизационного запаса в размере 550 тыс. тонн, могут быть рассчитаны путем умножения этой цифры на нижнюю триггерную цену, составляющую 168 малайзийских/сингапурских центов за килограмм, и увеличения полученной суммы на 10%.

CONVENIO INTERNACIONAL DEL CAUCHO NATURAL, 1979

NACIONES UNIDAS

1979

PREAMBULO

Las partes contratantes:

Recordando la Declaración y el Programa de Acción sobre el Establecimiento de un Nuevo Orden Económico Internacional*,

Reconociendo en particular la importancia de las resoluciones 93 (IV) y 124 (V), sobre el Programa Integrado para los Productos Básicos, aprobadas por la Conferencia de las Naciones Unidas sobre Comercio y Desarrollo en sus períodos de sesiones cuarto y quinto, respectivamente,

Reconociendo la importancia del caucho natural para la economía de los miembros particularmente en lo que respecta a las exportaciones de los miembros exportadores y a las necesidades de abastecimiento de los miembros importadores,

Reconociendo asimismo que la estabilización de los precios del caucho natural responde a los intereses de los productores, de los consumidores y de los mercados del caucho natural y que un convenio internacional del caucho natural podría contribuir apreciablemente al crecimiento y el desarrollo de la industria del caucho natural, en beneficio tanto de los productores como de los consumidores,

Han convenido en lo siguiente:

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* Resoluciones 3201 (S-VI) y 3202 (S-VI) de la Asamblea General, de 1º de mayo de 1974.

CAPITULO I - OBJETIVOS

Artículo 1

Objetivos

Los objetivos del Convenio Internacional del Caucho Natural, 1979 (al que en adelante se denominará "el presente Convenio"), con miras al logro de los objetivos pertinentes adoptados por la Conferencia de las Naciones Unidas sobre Comercio y Desarrollo en sus resoluciones 93 (IV) y 124 (V) sobre el Programa Integrado para los Productos Básicos, son, entre otros, los siguientes:

a) lograr un crecimiento equilibrado de la oferta y de la demanda de caucho natural, contribuyendo así a aliviar las graves dificultades a que podrían dar lugar la existencia de excedentes o la escasez de caucho natural;

b) conseguir unas condiciones estables en el comercio del caucho natural evitando para ello las fluctuaciones excesivas de los precios del caucho natural, que afectan desfavorablemente a los intereses a largo plazo tanto de los productores como de los consumidores, y estabilizando esos precios sin alterar las tendencias a largo plazo del mercado, en interés de los productores y los consumidores;

c) ayudar a estabilizar los ingresos obtenidos de la exportación del caucho natural por los miembros exportadores y aumentar esos ingresos mediante la expansión del volumen de las exportaciones de caucho natural a precios equitativos y remuneradores, contribuyendo así a crear los incentivos necesarios para alcanzar un ritmo de producción dinámico y creciente y los recursos precisos para acelerar su crecimiento económico y su desarrollo social;

d) tratar de lograr que los suministros de caucho natural sean suficientes para atender las necesidades de los miembros importadores a precios equitativos y razonables y mejorar la confiabilidad y continuidad de esos suministros;

e) adoptar medidas factibles, en caso de excedente o escasez de caucho natural, para atenuar las dificultades económicas que pudieran plantearse a los miembros;

f) tratar de incrementar el comercio internacional del caucho natural y de sus productos elaborados y de mejorar su acceso a los mercados;

g) mejorar la competitividad del caucho natural fomentando las actividades de investigación y desarrollo relativas a los problemas del caucho natural;

h) fomentar el desarrollo eficaz de la economía del caucho natural procurando facilitar y promover mejoras en la elaboración, la comercialización y la distribución del caucho natural en bruto; e

i) fomentar la cooperación internacional y las consultas en lo referente a las cuestiones relativas al caucho natural que afecten a la oferta y la demanda, y facilitar la promoción y la coordinación de los programas de investigación y asistencia y de otros programas en relación con el caucho natural.

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CAPITULO II - DEFINICIONES

Artículo 2

Definiciones

A los efectos del presente Convenio:

1) Por "caucho natural" se entiende el elastómero no vulcanizado, en forma sólida o líquida, obtenido de la Hevea Brasiliensis o de cualquier otra planta que el Consejo decida a los efectos del presente Convenio.

2) Por "parte contratante" se entiende un Gobierno, o una de las organizaciones intergubernamentales a que se refiere el artículo 5, que haya consentido en obligarse por el presente Convenio, provisional o definitivamente.

3) Por "miembro" se entiende toda parte contratante según se define en la definición 2) de este artículo.

4) Por "miembro exportador" se entiende todo miembro que exporte caucho natural y haya declarado ser miembro exportador, con sujeción al acuerdo del Consejo.

5) Por "miembro importador" se entiende todo miembro que importe caucho natural y haya declarado ser miembro importador, con sujeción al acuerdo del Consejo.

6) Por "Organización" se entiende la Organización Internacional del Caucho Natural a que se refiere el artículo 3.

7) Por "Consejo" se entiende el Consejo Internacional del Caucho Natural a que se refiere el artículo 6.

8) Por "votación especial" se entiende una votación que requiera al menos dos tercios de los votos emitidos por los miembros exportadores presentes y votantes y al menos dos tercios de los votos emitidos por los miembros importadores presentes y votantes, contados por separado, a condición de que tales votos sean emitidos por al menos la mitad de los miembros de cada categoría presentes y votantes.

9) Por "exportaciones de caucho natural" se entiende todo el caucho natural que salga del territorio aduanero de cualquier miembro, y por "importaciones de caucho natural" se entiende todo el caucho natural que entre en el territorio aduanero de cualquier miembro; a los efectos de estas definiciones, por territorio aduanero se entiende, en el caso de un miembro que abarque más de un territorio aduanero, el conjunto de los territorios aduaneros de ese miembro.

10) Por "votación de mayoría distribuida simple" se entiende una votación que requiera más de la mitad del total de los votos de los miembros exportadores presentes y votantes y más de la mitad del total de los votos de los miembros importadores presentes y votantes, contados por separado.

11) Por "monedas de libre uso" se entiende el dólar de los Estados Unidos, el franco francés, la libra esterlina, el marco y el yen japonés.

12) Por "ejercicio económico" se entiende el período comprendido entre el 1º de enero y el 31 de diciembre, inclusive.

13) Por "entrada en vigor" se entiende la fecha en que el presente Convenio entre en vigor, provisional o definitivamente, conforme al artículo 61.

14) Por "tonelada" se entiende la tonelada métrica, es decir 1.000 kilogramos.

15) Por "compromisos de los Gobiernos" se entiende las obligaciones financieras que contraen los miembros con el Consejo como garantía para la financiación de la Reserva de Estabilización de emergencia y cuyo pago puede requerir el Consejo para satisfacer sus obligaciones financieras conforme al artículo 28; los miembros serán responsables solamente ante el Consejo y hasta el monto de su compromiso.

16) Por "centavo de Malasia/Singapur" se entiende el promedio del valor del sen de Malasia y el centavo de Singapur a los tipos de cambio vigentes.

17) Por "contribución neta de un miembro ponderada según el tiempo" se entiende sus contribuciones netas ponderadas por el número de años durante los cuales ha sido miembro de la Organización.

CAPITULO III - ORGANIZACION Y ADMINISTRACION

Artículo 3

Establecimiento, sede y estructura de la Organización Internacional del Caucho Natural

1. Se establece la Organización Internacional del Caucho Natural para administrar las disposiciones del presente Convenio y supervisar su aplicación.

2. La Organización funcionará por intermedio del Consejo Internacional del Caucho Natural, su Director Ejecutivo y su personal, y de los demás órganos establecidos en el presente Convenio.

3. En su primera reunión el Consejo, por votación especial, decidirá si la sede de la Organización estará ubicada en Kuala Lumpur o en Londres.

4. La sede de la Organización estará situada en todo momento en el territorio de uno de los miembros.

Artículo 4

Composición de la Organización

1. Habrá dos categorías de miembros, a saber:

a) exportadores, y

b) importadores.

2. El Consejo establecerá criterios respecto del paso de un miembro de una a otra de las categorías definidas en el párrafo 1 de este artículo, teniendo plenamente en cuenta las disposiciones de los artículos 25 y 28. Todo miembro que cumpla esos criterios podrá cambiar de categoría con sujeción al acuerdo del Consejo adoptado por votación especial.

3. Cada parte contratante constituirá un solo miembro de la Organización.

Artículo 5

Participación de las organizaciones intergubernamentales

1. Toda referencia que se haga en el presente Convenio a un "Gobierno" o "Gobiernos" será interpretada en el sentido de que incluye una referencia a la Comunidad Económica Europea y a cualquier organización intergubernamental que tenga responsabilidades respecto de la negociación, celebración y aplicación de convenios internacionales, en particular de convenios sobre productos básicos. En consecuencia,

toda referencia que se haga en el presente Convenio a la firma, ratificación, aceptación o aprobación, a la notificación de aplicación provisional, o a la adhesión será interpretada, en el caso de esas organizaciones intergubernamentales, en el sentido de que incluye una referencia a la firma, ratificación, aceptación o aprobación, a la notificación de aplicación provisional, o a la adhesión, por esas organizaciones intergubernamentales.

2. En caso de votaciones sobre cuestiones de su competencia, dichas organizaciones intergubernamentales ejercerán sus derechos de voto con un número de votos igual al número total de votos atribuidos, conforme al artículo 15, a sus Estados Miembros.

CAPITULO IV - EL CONSEJO INTERNACIONAL DEL CAUCHO NATURAL

Artículo 6

Composición del Consejo Internacional del Caucho Natural

1. La autoridad suprema de la Organización será el Consejo Internacional del Caucho Natural, que estará integrado por todos los miembros de la Organización.

2. Cada miembro estará representado en el Consejo por un delegado, y podrá designar suplentes y asesores para que asistan a las reuniones del Consejo.

3. Todo suplente estará facultado para actuar y votar en nombre del delegado en ausencia de éste o en circunstancias especiales.

Artículo 7

Facultades y funciones del Consejo

1. El Consejo ejercerá todas las facultades y desempeñará, o hará que se desempeñen, todas las funciones que sean necesarias para dar cumplimiento a las disposiciones del presente Convenio.

2. El Consejo aprobará, por votación especial, las normas y reglamentaciones que sean necesarias para dar cumplimiento a las disposiciones del presente Convenio y que sean compatibles con él. Entre ellas figurarán su propio reglamento y los de los comités establecidos en virtud del artículo 19, las normas para la administración y el funcionamiento de la Reserva de Estabilización, el reglamento financiero y el reglamento del personal de la Organización. El Consejo podrá establecer en su reglamento un procedimiento que le permita decidir determinadas cuestiones sin reunirse.

3. El Consejo llevará la documentación necesaria para el desempeño de sus funciones con arreglo al presente Convenio.

4. El Consejo publicará un informe anual sobre las actividades de la Organización y cualquier otra información que considere apropiada.

Artículo 8

Obtención de préstamos en circunstancias excepcionales

1. El Consejo podrá, por votación especial, obtener préstamos de fuentes comerciales para la Cuenta de la Reserva de Estabilización y/o para la Cuenta Administrativa con el fin de cubrir un déficit en una u otra de esas cuentas causado por un retraso en el cobro de las contribuciones requeridas en relación con los gastos autorizados. Si el préstamo se necesita a causa del retraso en el cobro de la contribución de un miembro, ese miembro, además de tener que pagar la totalidad de su contribución, deberá sufragar los costos financieros que entrañe para el Consejo la obtención de dicho préstamo.

2. Todo miembro podrá, si así lo prefiere, elegir el pago de una contribución en efectivo directamente a la cuenta apropiada, en lugar de que el Consejo tenga que obtener préstamos en condiciones comerciales para cubrir la parte de los fondos necesarios que corresponda a ese miembro.

Artículo 9

Delegación de facultades

1. El Consejo podrá, por votación especial, delegar en cualquiera de los comités establecidos en virtud del artículo 19 el ejercicio de cualquiera o de la totalidad de sus facultades que no requieran, de conformidad con lo dispuesto en el presente Convenio, una votación especial del Consejo. No obstante, esa delegación, el Consejo podrá en cualquier momento discutir cualquier asunto que pueda haber delegado en alguno de sus comités y tomar una decisión sobre dicho asunto.

2. El Consejo podrá, por votación especial, revocar toda delegación de facultades hecha a un comité.

Artículo 10

Cooperación con otras organizaciones

1. El Consejo podrá adoptar todas las disposiciones que sean procedentes para celebrar consultas o cooperar con las Naciones Unidas, sus órganos y sus organismos especializados y con otras organizaciones intergubernamentales apropiadas.

2. El Consejo podrá también adoptar disposiciones para mantenerse en contacto con las organizaciones internacionales no gubernamentales apropiadas.

Artículo 11

Admisión de observadores

El Consejo podrá invitar a cualquier Gobierno no miembro, o a cualquiera de las organizaciones a que se refiere el artículo 10, a que asista en calidad de observador a cualquiera de las sesiones del Consejo o de cualquiera de los comités establecidos en virtud del artículo 19.

Artículo 12

Presidente y Vicepresidente

1. El Consejo elegirá por cada año un Presidente y un Vicepresidente.

2. El Presidente y el Vicepresidente serán elegidos, uno entre los representantes de los miembros exportadores y el otro entre los representantes de los miembros importadores. Esos cargos se alternarán cada año entre las dos categorías de miembros, lo cual no impedirá que, en circunstancias excepcionales, uno de ellos, o ambos, sean reelegidos por votación especial del Consejo.

3. En caso de ausencia temporal del Presidente, éste será sustituido por el Vicepresidente. En caso de ausencia temporal simultánea del Presidente y del Vicepresidente, o en caso de ausencia permanente de uno de ellos o de ambos, el Consejo podrá elegir nuevos titulares de esos cargos entre los representantes de los miembros exportadores y/o entre los representantes de los miembros importadores, según el caso, con carácter temporal o permanente, según sea necesario.

4. Ni el Presidente ni ningún otro miembro de la Mesa que presida una sesión del Consejo tendrá derecho de voto en esa sesión. Podrá, no obstante, facultar a otro representante de la misma categoría de miembros para ejercer los derechos de voto del miembro al que represente.

Artículo 13

Director Ejecutivo, Gerente de la Reserva de Estabilización y otros funcionarios

1. El Consejo nombrará, por votación especial, un Director Ejecutivo y un Gerente de la Reserva de Estabilización.

2. El Consejo determinará las modalidades y condiciones del nombramiento del Director Ejecutivo y del Gerente de la Reserva de Estabilización.

3. El Director Ejecutivo será el más alto funcionario administrativo de la Organización y será responsable ante el Consejo de la aplicación y el funcionamiento del presente Convenio de conformidad con las decisiones del Consejo.

4. El Gerente de la Reserva de Estabilización será responsable ante el Director Ejecutivo y el Consejo del desempeño de las funciones que se le confieren por el presente Convenio, así como del desempeño de las demás funciones que determine el Consejo. El Gerente de la Reserva de Estabilización será responsable del funcionamiento cotidiano de la Reserva de Estabilización y mantendrá informado al Director Ejecutivo del funcionamiento general de la Reserva de Estabilización para que el Director Ejecutivo pueda garantizar su eficacia a los efectos de la consecución de los objetivos del presente Convenio.

5. El Director Ejecutivo nombrará al personal conforme al reglamento establecido por el Consejo. El personal será responsable ante el Director Ejecutivo.

6. Ni el Director Ejecutivo ni ningún miembro del personal, incluido el Gerente de la Reserva de Estabilización, tendrán interés financiero alguno en la industria o el comercio del caucho ni en actividades comerciales conexas.

7. En el desempeño de sus funciones, el Director Ejecutivo, el Gerente de la Reserva de Estabilización y los demás funcionarios no solicitarán ni recibirán instrucciones de ningún miembro ni de ninguna autoridad que no sea el Consejo o uno de los comités establecidos en virtud del artículo 19, y se abstendrán de adoptar cualquier medida incompatible con su condición de funcionarios internacionales responsables ante el Consejo únicamente. Todo miembro respetará el carácter exclusivamente internacional de las funciones del Director Ejecutivo, del Gerente de la Reserva de Estabilización y de los demás funcionarios y no tratará de influir en ellos en el desempeño de sus funciones.

Artículo 14

Reuniones

1. Como norma general, el Consejo celebrará una reunión ordinaria cada semestre.

2. Además de reunirse en las circunstancias expresamente establecidas en el presente Convenio, el Consejo celebrará también reuniones extraordinarias siempre que así lo decida o a petición de:

a) el Presidente del Consejo;

b) el Director Ejecutivo;

c) la mayoría de los miembros exportadores;

d) la mayoría de los miembros importadores;

e) un miembro exportador o varios miembros exportadores que reúnan al menos 200 votos; o

f) un miembro importador o varios miembros importadores que reúnan al menos 200 votos.

3. Las reuniones se celebrarán en la sede de la Organización, a menos que el Consejo, por votación especial, decida otra cosa. Si, por invitación de cualquier miembro, el Consejo se reúne fuera de la sede de la Organización, ese miembro pagará los gastos adicionales en que incurra el Consejo.

4. La convocación de todas las reuniones, así como los programas de esas reuniones, serán notificados a los miembros por el Director Ejecutivo al menos con 30 días de antelación, excepto en casos de urgencia, en los que la notificación se hará al menos con siete días de antelación.

Artículo 15

Distribución de los votos

1. Los miembros exportadores tendrán en conjunto 1.000 votos y los miembros importadores tendrán en conjunto 1.000 votos.

2. Cada miembro exportador recibirá un voto inicial del total de 1.000 votos, con la salvedad de que el voto inicial no se aplicará en el caso de un miembro exportador cuyas exportaciones netas sean inferiores a 10.000 toneladas anuales. El resto de esos votos se distribuirá entre los miembros exportadores en una proporción que corresponda, en todo lo posible, al volumen de sus respectivas exportaciones netas de caucho natural durante el período de cinco años civiles que comience seis años civiles antes de que se distribuyan los votos; no obstante, las exportaciones netas de caucho natural de Singapur durante ese período se calcularán en un 13% de sus exportaciones totales durante dicho período.

3. Los votos de los miembros importadores se distribuirán entre ellos proporcionalmente a la media de sus respectivas importaciones netas de caucho natural durante el período de tres años civiles que comience cuatro años civiles antes de que se distribuyan los votos; no obstante, cada miembro importador recibirá un voto aun en el caso de que su participación proporcional en las importaciones netas no sea suficiente para justificarlo.

4. A los efectos de los párrafos 2 y 3 de este artículo, de los párrafos 2 y 3 del artículo 28 relativo a las contribuciones de los miembros importadores y del artículo 39, el Consejo, en su primera reunión, establecerá un cuadro de exportaciones netas de los miembros exportadores y un cuadro de importaciones netas de los miembros importadores que se revisarán anualmente conforme a este artículo.

5. No habrá votos fraccionarios. Salvo lo dispuesto en el párrafo 3 de este artículo, las fracciones inferiores a 0,5 se redondearán al número entero inferior y las fracciones iguales o superiores a 0,5 al número entero superior.

6. El Consejo distribuirá los votos para cada ejercicio económico al comienzo de la primera reunión de ese ejercicio, conforme a las disposiciones de este artículo. Esa distribución seguirá siendo efectiva durante el resto del ejercicio, salvo lo dispuesto en el párrafo 7 de este artículo.

7. Siempre que cambie la composición de la Organización o que se suspendan o restablezcan los derechos de voto de cualquier miembro conforme a cualquier disposición del presente Convenio, el Consejo redistribuirá los votos dentro de la categoría o las categorías de miembros afectadas, conforme a lo dispuesto en este artículo.

8. En caso de que por la exclusión de un miembro en cumplimiento del artículo 65, o por el retiro de un miembro en cumplimiento de los artículos 64 ó 63, se reduzca la participación de los miembros restantes de cada categoría a menos del 80% en el comercio total, el Consejo se reunirá y decidirá las condiciones, modalidades y futuro del presente Convenio, incluyendo en particular la necesidad de mantener las operaciones efectivas de la Reserva de Estabilización sin que ello entrañe para los miembros restantes una carga financiera excesiva.

Artículo 16

Procedimiento de votación

1. Cada miembro tendrá derecho a emitir el número de votos que posea en el Consejo y no estará autorizado a dividir sus votos.

2. Mediante notificación escrita dirigida al Presidente del Consejo, todo miembro exportador podrá autorizar a cualquier otro miembro exportador, y todo miembro importador podrá autorizar a cualquier otro miembro importador, a que represente sus intereses y ejerza sus derechos de voto en cualquier reunión o sesión del Consejo.

3. Todo miembro autorizado por otro miembro a emitir los votos de este último emitirá esos votos con arreglo a la autorización.

4. Cuando un miembro se abstenga, se considerará que no ha emitido sus votos.

Artículo 17

Quórum

1. Constituirá quórum para cualquier sesión del Consejo la presencia de la mayoría de los miembros exportadores y de la mayoría de los miembros importadores, siempre que tales miembros reúnan al menos dos tercios del total de votos de sus respectivas categorías.

2. Si no hay quórum, tal como se define en el párrafo 1 de este artículo, el día fijado para la sesión ni el día siguiente, constituirá quórum, el tercer día y posteriormente, la presencia de la mayoría de los miembros exportadores y de la mayoría de los miembros importadores, siempre que tales miembros reúnan la mayoría del total de votos de sus respectivas categorías.

3. Se considerará como presencia toda representación autorizada conforme al párrafo 2 del artículo 16.

Artículo 18

Decisiones

1. El Consejo tomará todas sus decisiones y formulará todas sus recomendaciones por votación de mayoría distribuida simple, a menos que en el presente Convenio se disponga otra cosa al respecto.

2. Cuando un miembro se acoja a lo dispuesto en el artículo 16 y se emitan sus votos en una sesión del Consejo, ese miembro será considerado, a los efectos del párrafo 1 de este artículo, como presente y votante.

Artículo 19

Constitución de comités

1. Quedan constituidos los siguientes comités:

a) el Comité de Administración;

b) el Comité de Operaciones de la Reserva de Estabilización;

c) el Comité de Estadística; y

d) el Comité de Otras Medidas.

Podrán crearse otros comités por votación especial del Consejo.

2. Todos los comités serán responsables ante el Consejo. El Consejo determinará por votación especial la composición de cada comité y sus atribuciones.

Artículo 20

Grupo de expertos

1. El Consejo establecerá un grupo de expertos procedentes de la industria y el comercio del caucho de los miembros exportadores e importadores.

2. El Grupo estará a la disposición del Consejo y de sus comités para facilitarles asesoramiento y asistencia, particularmente en lo que respecta a las operaciones de la Reserva de Estabilización y a las otras medidas a que se refiere el artículo 44.

3. La composición y funciones del Grupo, así como las disposiciones administrativas pertinentes, serán determinadas por el Consejo.

CAPITULO V - PRIVILEGIOS E INMUNIDADES

Artículo 21

Privilegios e inmunidades

1. La Organización tendrá personalidad jurídica. En particular, tendrá capacidad para contratar, para adquirir y enajenar bienes muebles e inmuebles, y para litigar.

2. A la mayor brevedad posible después de la entrada en vigor del presente Convenio, la Organización se ocupará de celebrar con el Gobierno del país en que se haya de establecer la sede de la Organización (al que en adelante se denominará el Gobierno huésped) un acuerdo (al que en adelante se denominará Acuerdo de sede) relativo a la condición jurídica, los privilegios y las inmunidades de la Organización, de su Director Ejecutivo, de su personal y de sus expertos, así como de las delegaciones de los miembros, que sean razonablemente necesarios para el desempeño de sus funciones.

3. En tanto se concierta el Acuerdo de sede, la Organización pedirá al Gobierno huésped que, en la medida en que sea compatible con su legislación, exima de impuestos las remuneraciones pagadas por la Organización a su personal y los haberes, ingresos y demás bienes de la Organización.

4. La Organización podrá celebrar también con uno o varios Gobiernos acuerdos, que habrán de ser aprobados por el Consejo, sobre los privilegios e inmunidades que sean necesarios para el debido funcionamiento del presente Convenio.

5. Si la sede de la Organización se traslada a otro país, el Gobierno de ese país celebrará lo antes posible con la Organización un Acuerdo de sede que habrá de ser aprobado por el Consejo.

6. El Acuerdo de sede será independiente del presente Convenio. No obstante, terminará:

a) Por acuerdo entre el Gobierno huésped y la Organización;

b) En el caso de que la sede de la Organización deje de estar en el territorio del Gobierno huésped; o

c) En el caso de que la Organización deje de existir.

CAPITULO VI - CUENTAS Y AUDITORIA DE CUENTAS

Artículo 22

Cuentas financieras

1. Para el funcionamiento y administración del presente Convenio se llevarán dos cuentas:

a) la Cuenta de la Reserva de Estabilización, y

b) la Cuenta Administrativa.

2. Todos los ingresos y gastos siguientes, relacionados con la creación, el funcionamiento y el mantenimiento de la Reserva de Estabilización, se anotarán en la Cuenta de la Reserva de Estabilización: contribuciones de los miembros conforme al artículo 28, préstamos para la Cuenta de la Reserva de Estabilización conforme al artículo 8, reembolso del principal y los intereses de esos préstamos, ingresos procedentes de las ventas de existencias de la Reserva, intereses de los depósitos de la Cuenta de la Reserva de Estabilización, gastos de adquisición de existencias, comisiones, gastos de almacenamiento, transporte y manipulación, seguros y costos de rotación. No obstante, el Consejo podrá, por votación especial, asentar en la Cuenta de la Reserva de Estabilización cualquier otro tipo de ingresos o gastos imputables a transacciones u operaciones de la Reserva de Estabilización.

3. Todos los demás ingresos y gastos relacionados con el funcionamiento del presente Convenio se asentarán en la Cuenta Administrativa. Normalmente, esos gastos se sufragarán con las contribuciones de los miembros determinadas conforme al artículo 25.

4. La Organización no responderá de los gastos de las delegaciones u observadores en el Consejo ni en ninguno de los comités establecidos en virtud del artículo 19.

Artículo 23

Forma de pago

Los pagos en efectivo a la Cuenta Administrativa y a la Cuenta de la Reserva de Estabilización se efectuarán en monedas de libre uso o en monedas que sean convertibles en monedas de libre uso en los principales mercados de divisas, y estarán exentos de restricciones cambiarias.

Artículo 24

Auditoría de cuentas

1. El Consejo nombrará auditores para que lleven a cabo la auditoría de sus libros de contabilidad.

2. Los estados de la Cuenta Administrativa y de la Cuenta de la Reserva de Estabilización, comprobados por un auditor independiente, se pondrán a disposición de los miembros lo antes posible, pero no antes de tres meses, después del cierre de cada ejercicio económico y serán examinados para su aprobación por el Consejo en la reunión siguiente según proceda. Después se publicará un resumen de las cuentas y del balance comprobados.

CAPITULO VII - CUENTA ADMINISTRATIVA

Artículo 25

Contribuciones al presupuesto

1. El Consejo, en la primera reunión que celebre después de la entrada en vigor del presente Convenio, aprobará el presupuesto de la Cuenta Administrativa para el período comprendido entre la fecha de entrada en vigor y el final del primer ejercicio económico. Posteriormente, durante la segunda mitad de cada ejercicio económico, el Consejo aprobará el presupuesto de la Cuenta Administrativa para el ejercicio económico siguiente. El Consejo fijará la contribución de cada miembro a ese presupuesto conforme al párrafo 2 de este artículo.

2. La contribución de cada miembro al presupuesto administrativo para cada ejercicio económico será proporcional a la relación que exista, en el momento de aprobarse el presupuesto administrativo correspondiente a ese ejercicio económico, entre el número de sus votos y la totalidad de los votos de todos los miembros. Al fijar las contribuciones, los votos de cada miembro se calcularán sin tener en cuenta la suspensión de los derechos de voto de un miembro ni la redistribución de votos que resulte de ella.

3. La contribución inicial al presupuesto administrativo de todo Gobierno que pase a ser miembro del presente Convenio después de su entrada en vigor será fijada por el Consejo sobre la base del número de votos que se le asignen y del período que reste del ejercicio económico en curso, pero en ningún caso se modificarán las contribuciones fijadas para los demás miembros.

Artículo 26

Pago de las contribuciones al presupuesto administrativo

1. Las contribuciones al primer presupuesto administrativo serán exigibles en una fecha que decidirá el Consejo en su primera reunión. Las contribuciones a los presupuestos administrativos siguientes serán exigibles el primer día de cada ejercicio económico. La contribución de un Gobierno que pase a ser miembro después de la entrada en vigor del presente Convenio, fijada conforme al párrafo 3 del artículo 25, será exigible, para el ejercicio económico correspondiente, en una fecha que decidirá el Consejo.

2. Si un miembro no ha pagado íntegramente su contribución al presupuesto administrativo en un plazo de dos meses contado a partir de la fecha en que tal contribución sea exigible conforme al párrafo 1 de este artículo, el Director Ejecutivo le requerirá a que efectúe el pago lo antes posible. Si un miembro no ha pagado su contribución en un plazo de dos meses contado a partir de tal requerimiento del Director Ejecutivo, se suspenderán sus derechos de voto en la Organización, a menos que el Consejo, por votación especial, decida otra cosa. Si un miembro no ha pagado todavía su contribución en un plazo de cuatro meses contado a partir de tal requerimiento del Director Ejecutivo, el Consejo suspenderá todos los derechos de ese miembro conforme al presente Convenio, a menos que el Consejo, por votación especial, decida otra cosa.

3. En el caso de las contribuciones recibidas con retraso, el Consejo cobrará intereses al tipo preferente del país huésped a partir de la fecha en que las contribuciones sean exigibles, o al tipo comercial en el caso de que se hayan obtenido préstamos conforme al artículo 8, según corresponda.

4. Un miembro cuyos derechos hayan sido suspendidos en virtud del párrafo 2 de este artículo seguirá siendo, en particular, responsable del pago de su contribución, así como del cumplimiento de cualquier otra de las obligaciones financieras que le impone el presente Convenio.

CAPITULO VIII - LA RESERVA DE ESTABILIZACION

Artículo 27

Volumen de la Reserva de Estabilización

Para la consecución de los objetivos del presente Convenio, se establecerá una Reserva de Estabilización internacional. La capacidad total de la Reserva de Estabilización será de 550.000 toneladas. Tal Reserva será el único instrumento de intervención en el mercado para la estabilización de los precios establecido en el presente Convenio. La Reserva de Estabilización comprenderá:

a) La Reserva de Estabilización normal de 400.000 toneladas, y

b) La Reserva de Estabilización de emergencia de 150.000 toneladas.

Artículo 28

Financiación de la Reserva de Estabilización

1. Los miembros se comprometen a financiar el costo total de la Reserva de Estabilización internacional de 550.000 toneladas establecida en virtud del artículo 27.

2. La financiación de la Reserva de Estabilización normal y de la Reserva de Estabilización de emergencia se repartirá por igual entre las dos categorías de miembros exportadores y miembros importadores. Las contribuciones de los miembros a la Cuenta de la Reserva de Estabilización se distribuirán en función del porcentaje de votos que tenga cada miembro en el Consejo, a reserva de lo dispuesto en los párrafos 3 y 4 de este artículo.

3. Todo miembro importador cuya participación en las importaciones netas totales, tal como figure en el cuadro que establecerá el Consejo en virtud del párrafo 4 del artículo 15, represente el 0,1% o menos de las importaciones netas totales aportará a la Cuenta de la Reserva de Estabilización la contribución siguiente:

a) Si su participación en las importaciones netas totales es igual al 0,1%, o inferior a ese porcentaje pero superior al 0,05%, su contribución se determinará sobre la base de su participación efectiva en las importaciones netas totales;

b) Si su participación en las importaciones netas totales es del 0,05% o menos, su contribución se determinará sobre la base de una participación del 0,05% en las importaciones netas totales.

4. Durante cualquier período en que el presente Convenio esté provisionalmente en vigor en virtud del párrafo 2 o del apartado b) del párrafo 4 del artículo 61, las obligaciones financieras de cada miembro exportador o importador en relación con la Cuenta de la Reserva de Estabilización no excederán en total de la contribución de ese miembro, calculada sobre la base del número de votos correspondiente a los porcentajes que figuren en los cuadros que establecerá el Consejo en virtud del párrafo 4 del artículo 15, de las 275.000 toneladas que

corresponden en total a cada una de las dos categorías de miembros exportadores y de importadores. Las obligaciones financieras de los miembros, cuando esté provisionalmente en vigor el presente Convenio, se dividirán por igual entre las categorías de miembros exportadores y miembros importadores. En cualquier momento en que el total de las obligaciones de una categoría sea superior al de la otra, el mayor de esos dos totales se reducirá a una suma igual al menor, reduciéndose el número de votos de cada miembro de esa categoría en proporción a los votos que le correspondan con arreglo a los cuadros que establecerá el Consejo en virtud del párrafo 4 del artículo 15.

5. Los costos totales de la Reserva de Estabilización normal de 400.000 toneladas se financiarán mediante contribuciones en efectivo de los miembros a la Cuenta de la Reserva de Estabilización. En su caso, dichas contribuciones podrán ser pagadas por los organismos competentes de los miembros interesados.

6. Los costos totales de la Reserva de Estabilización de emergencia de 150.000 toneladas se financiarán mediante contribuciones de los miembros:

a) en forma de préstamos en efectivo obtenidos de fuentes comerciales por el Consejo con el respaldo tanto de resguardos de garantía como de garantías/compromisos de los gobiernos, y/o

b) en efectivo.

En su caso, esas contribuciones podrán ser aportadas por los organismos competentes de los miembros interesados.

7. Cada miembro elegirá, según su buen criterio, entre las opciones que se ofrecen en los apartados a) o b) del párrafo 6 de este artículo, o ambas opciones; en todos los casos, las sumas en efectivo se depositarán en la Cuenta de la Reserva de Estabilización. En caso de obtenerse préstamos conforme al apartado a) del párrafo 6, el valor de los resguardos de garantía, expresado en porcentaje del valor total de la Reserva de Estabilización en ese momento, no será superior al porcentaje de votos que corresponda a esos miembros en el Consejo. Los miembros por cuya cuenta haya obtenido el Consejo préstamos en condiciones comerciales conforme al apartado a) del párrafo 6 de este artículo, asumirán la totalidad de sus respectivas responsabilidades derivadas de esos préstamos.

8. Los costos totales de la Reserva de Estabilización internacional de 550.000 toneladas se sufragarán con cargo a la Cuenta de la Reserva de Estabilización. Dichos costos incluirán todos los gastos relacionados con la adquisición y el funcionamiento de la Reserva de Estabilización internacional de 550.000 toneladas. En el caso de que el costo estimado que se indica en el anexo C del presente Convenio no baste para cubrir íntegramente el costo total de adquisición y funcionamiento de la Reserva de Estabilización, el Consejo se reunirá y tomará las disposiciones necesarias para requerir el pago de las contribuciones que se precisen para cubrir esos costos en función de los porcentajes de votos.

Artículo 29

Pago de las contribuciones a la Cuenta de la Reserva de Estabilización

1. Se hará una contribución inicial en efectivo a la Cuenta de la Reserva de Estabilización por un equivalente de 70 millones de ringgits de Malasia. Esta contribución se distribuirá entre todos los miembros en función del porcentaje de votos que corresponda a cada uno, tomando en consideración lo dispuesto en el párrafo 3 del artículo 28. La contribución se pedirá tan pronto como todos los miembros hayan comunicado al Director Ejecutivo que están en condiciones de hacer frente a los requerimientos financieros, en el plazo de 18 meses contado a partir de la fecha de entrada en vigor provisional del presente Convenio. Estas contribuciones iniciales serán exigibles 45 días después de que el Director Ejecutivo las pida.

2. El Director Ejecutivo podrá en todo momento pedir que se hagan contribuciones, siempre que el Gerente de la Reserva de Estabilización haya certificado que la Cuenta de la Reserva de Estabilización puede necesitar esos fondos en los cuatro meses siguientes.

3. Cuando se pida que se hagan contribuciones, los miembros deberán pagarlas dentro de los 30 días siguientes a la fecha en que se haya hecho la notificación. Si lo solicitan uno o más miembros que tengan 200 votos en el Consejo, éste celebrará una reunión extraordinaria y podrá modificar o desaprobar la petición de contribuciones sobre la base de una evaluación de la necesidad de fondos para apoyar las operaciones de la Reserva de Estabilización en los próximos tres meses. Si el Consejo no puede llegar a una decisión, los miembros deberán pagar las contribuciones pedidas de conformidad con la decisión del Director Ejecutivo.

4. Las contribuciones que se pidan para la Reserva de Estabilización normal y para la Reserva de Estabilización de emergencia se valorarán al precio de activación inferior vigente en el momento en que se pidan esas contribuciones.

5. La petición de contribuciones a la Reserva de Estabilización de emergencia se efectuará en la forma siguiente:

a) En la revisión correspondiente a las 300.000 toneladas dispuesta en el artículo 32, el Consejo deberá:

i) recibir de cada miembro una declaración relativa a la forma en que financiará su contribución a la Reserva de Estabilización de emergencia en cumplimiento del artículo 28, y

ii) adoptar todas las disposiciones financieras y de otra índole que puedan ser necesarias para la pronta puesta en funcionamiento de la Reserva de Estabilización de emergencia, inclusive la petición de fondos en caso necesario.

b) En la revisión correspondiente a las 400.000 toneladas dispuesta en el artículo 32, el Consejo se asegurará de que:

i) todos los miembros han proporcionado medios para financiar la parte que les corresponda de la Reserva de Estabilización de emergencia; y

ii) se ha decidido utilizar la Reserva de Estabilización de emergencia y ésta está totalmente lista para entrar en funcionamiento de conformidad con las disposiciones del artículo 31.

Artículo 30

Escala de precios

1. Para las operaciones de la Reserva de Estabilización, se establecerán:

a) Un precio de referencia,

b) Un precio de intervención inferior,

c) Un precio de intervención superior,

d) Un precio de activación inferior,

e) Un precio de activación superior,

f) Un precio indicativo inferior, y

g) Un precio indicativo superior.

2. En el momento de la entrada en vigor del presente Convenio, el precio de referencia se fijará inicialmente en 210 centavos de Malasia/Singapur por kilo. Ese precio se examinará y revisará conforme a lo dispuesto en la sección A del artículo 32.

3. Habrá un precio de intervención superior y un precio de intervención inferior que serán iguales, respectivamente, al precio de referencia ± 15%, a menos que el Consejo, por votación especial, decida otra cosa.

4. Habrá un precio de activación superior y un precio de activación inferior que serán iguales, respectivamente, al precio de referencia ± 20%, a menos que el Consejo, por votación especial, decida otra cosa.

5. Los precios calculados con arreglo a los párrafos 3 y 4 de este artículo se redondearán al centavo más próximo.

6. Excepto en los casos en que el presente Convenio disponga otra cosa, el precio indicativo inferior será de 150 centavos de Malasia/Singapur por kilo, y el precio indicativo superior será de 270 centavos de Malasia/Singapur por kilo, durante los 30 primeros meses después de la entrada en vigor del presente Convenio.

Artículo 31

Funcionamiento de la Reserva de Estabilización

1. Si, en relación con la escala de precios establecida en el artículo 30, o revisada posteriormente conforme a las disposiciones de los artículos 32 y 40, el precio indicador del mercado establecido en el artículo 33 es:

a) Igual o superior al precio de activación superior, el Gerente de la Reserva de Estabilización defenderá el precio de activación superior poniendo en venta caucho natural hasta que el precio indicador del mercado descienda por debajo del precio de activación superior;

b) Superior al precio de intervención superior, el Gerente de la Reserva de Estabilización podrá vender caucho natural para defender el precio de activación superior;

c) Igual al precio de intervención superior o al precio de intervención inferior, o está comprendido entre ambos, el Gerente de la Reserva de Estabilización no comprará ni venderá caucho natural, salvo para cumplir sus obligaciones en lo que se refiere a la rotación conforme al artículo 36;

d) Inferior al precio de intervención inferior, el Gerente de la Reserva de Estabilización podrá comprar caucho natural para defender el precio de activación inferior;

e) Igual o inferior al precio de activación inferior, el Gerente de la Reserva de Estabilización defenderá el precio de activación inferior ofreciendo comprar caucho natural hasta que el precio indicador del mercado suba por encima del precio de activación inferior.

2. Cuando el volumen de las ventas o las compras de la Reserva de Estabilización llegue al nivel de 400.000 toneladas, el Consejo decidirá, por votación especial, si pone en funcionamiento la Reserva de Estabilización de emergencia:

a) Al precio de activación inferior o superior, o

b) A cualquier precio comprendido entre el precio de activación inferior y el precio indicativo inferior o entre el precio de activación superior y el precio indicativo superior.

3. A menos que el Consejo, por votación especial, decida otra cosa conforme al párrafo 2 de este artículo, el Gerente de la Reserva de Estabilización utilizará la Reserva de Estabilización de emergencia para defender el precio indicativo inferior poniendo en funcionamiento la Reserva de Estabilización de emergencia cuando el precio indicador del mercado esté situado a un nivel medio entre el precio indicativo inferior y el precio de activación inferior, y para defender el precio indicativo superior poniendo en funcionamiento la Reserva de Estabilización de emergencia cuando el precio indicador del mercado esté situado a un nivel medio entre el precio indicativo superior y el precio de activación superior.

4. Se utilizarán plenamente todos los recursos de la Reserva de Estabilización, con inclusión de la Reserva de Estabilización normal y la Reserva de Estabilización de emergencia, para evitar que el precio indicador del mercado descienda por debajo del precio indicativo inferior o suba por encima del precio indicativo superior.

5. El Gerente de la Reserva de Estabilización efectuará las compras y las ventas en mercados comerciales establecidos a los precios corrientes, y todas sus transacciones tendrán por objeto caucho físico para su entrega en un plazo no superior a tres meses civiles.

6. Para facilitar el funcionamiento de la Reserva de Estabilización, el Consejo establecerá oficinas locales y servicios de la oficina del Gerente de la Reserva de Estabilización, en los casos en que sean necesarios, en los mercados de caucho establecidos y en los lugares de ubicación de los almacenes aprobados.

7. El Gerente de la Reserva de Estabilización preparará un informe mensual sobre las transacciones de la Reserva de Estabilización y sobre la situación financiera de la Cuenta de la Reserva de Estabilización. El informe correspondiente a un mes determinado se pondrá a disposición de los miembros 60 días después del final de ese mes.

8. La información sobre las transacciones de la Reserva de Estabilización comprenderá las cantidades, los precios, los tipos, las calidades y los mercados de todas las operaciones de la Reserva de Estabilización, incluidas las operaciones de rotación de existencias efectuadas. La información sobre la situación financiera de la Cuenta de la Reserva de Estabilización comprenderá también los tipos de interés y las condiciones y modalidades de los depósitos y los préstamos, las monedas utilizadas en las operaciones y otra información pertinente sobre las cuestiones a que se refiere el párrafo 2 del artículo 22.

Artículo 32

Examen y revisión de la escala de precios

A. Precio de referencia

1. El examen y la revisión del precio de referencia se basarán en las tendencias del mercado y/o en los cambios netos de la Reserva de Estabilización, con sujeción a las disposiciones de esta sección del presente artículo. El Consejo examinará el precio de referencia cada 18 meses después de la entrada en vigor del presente Convenio.

a) Si el promedio de los precios indicadores diarios del mercado durante el período de seis meses que preceda a un examen es igual al precio de intervención superior o al precio de intervención inferior, o está comprendido entre ambos, no se efectuará ninguna revisión del precio de referencia.

b) Si el promedio de los precios indicadores diarios del mercado durante el período de seis meses que preceda a un examen es inferior al precio de intervención inferior, el precio de referencia se revisará automáticamente a la baja en un 5% de su nivel en el momento del examen, a menos que el Consejo, por votación especial, decida aplicar un porcentaje diferente de ajuste a la baja del precio de referencia.

c) Si el promedio de los precios indicadores diarios del mercado durante el período de seis meses que preceda a un examen es superior al precio de intervención superior, el precio de referencia se revisará automáticamente al alza en un 5% de su nivel en el momento del examen, a menos que el Consejo, por votación especial, decida aplicar un porcentaje diferente de ajuste al alza del precio de referencia.

2. Cuando se produzca un cambio neto de 100.000 toneladas en la Reserva de Estabilización desde la última evaluación efectuada conforme a este párrafo o desde la entrada en vigor del presente Convenio, el Director Ejecutivo convocará una reunión extraordinaria del Consejo para evaluar la situación. El Consejo podrá decidir, por votación especial, adoptar las medidas oportunas, que podrán incluir:

a) La suspensión de las operaciones de la Reserva de Estabilización;

b) Un cambio en el ritmo de las compras o ventas de la Reserva de Estabilización; y

c) La revisión del precio de referencia.

3. Si las compras o ventas netas efectuadas por la Reserva de Estabilización desde a) la entrada en vigor del presente Convenio, b) la última revisión efectuada conforme a este párrafo, o c) la última revisión efectuada conforme al párrafo 2 de este artículo, si esta última es más reciente, ascienden a 300.000 toneladas, el precio de referencia se aumentará o reducirá, respectivamente, en un 3% de su nivel corriente, a menos que el Consejo, por votación especial, decida reducirlo o aumentarlo, respectivamente, en un porcentaje distinto.

4. Ningún ajuste del precio de referencia será, por motivo alguno, tal que lleve a los precios de activación más allá del precio indicativo inferior o del precio indicativo superior.

B. Precios indicativos

5. El Consejo podrá, por votación especial, revisar los precios indicativos inferior y superior en los exámenes dispuestos en esta sección del presente artículo.

6. El Consejo se asegurará de que toda revisión de los precios indicativos que se efectúe sea compatible con la evolución de las tendencias y condiciones del mercado. A este respecto, el Consejo tomará en consideración la tendencia de los precios, el consumo, la oferta, los costos de producción y las existencias de caucho natural, así como la cantidad de caucho natural en poder de la Reserva de Estabilización y la situación financiera de la Cuenta de la Reserva de Estabilización.

7. Los precios indicativos inferior y superior se examinarán:

a) Cada 30 meses después de la entrada en vigor del presente Convenio;

b) En circunstancias excepcionales, a petición de un miembro o varios miembros que tengan 200 o más votos en el Consejo; y

c) Cuando el precio de referencia haya sido revisado i) a la baja desde la última revisión del precio indicativo inferior o desde la entrada en vigor del presente Convenio, o ii) al alza desde la última revisión del precio indicativo superior o desde la entrada en vigor del presente Convenio, al menos en un 3% conforme al párrafo 3 de este artículo y al menos en un 5% conforme al párrafo 1 de este artículo, o al menos en esa proporción conforme a los párrafos 1, 2 y/o 3 de este artículo, a condición de que el promedio del precio indicador diario del mercado durante los 60 días que sigan a la última revisión del precio de referencia sea inferior al precio de intervención inferior o superior al precio de intervención superior, respectivamente.

8. Sin perjuicio de lo dispuesto en los párrafos 5, 6 y 7 de este artículo, no se efectuará ninguna revisión al alza del precio indicativo inferior o superior si el promedio de los precios indicadores diarios del mercado durante el período de seis meses que preceda a un examen de la escala de precios conforme a este artículo es inferior al precio de referencia. Análogamente, no se efectuará ninguna revisión a la baja del precio indicativo inferior o superior si el promedio de los precios indicadores diarios del mercado durante el período de seis meses que preceda a un examen de la escala de precios conforme a este artículo es superior al precio de referencia.

Artículo 33

Precio indicador del mercado

1. Se establecerá un precio indicador diario del mercado que será un promedio compuesto ponderado -representativo del mercado del caucho natural- de los precios diarios oficiales del mes en curso en los mercados de Kuala Lumpur, Londres, Nueva York y Singapur. Inicialmente, el precio indicador diario del mercado comprenderá las calidades RSS 1, RSS 3 y TSR 20, con igual ponderación. Todas las cotizaciones se convertirán en precios f.o.b. en puertos malasios/puerto de Singapur, expresados en la moneda de Malasia/Singapur.

2. Los coeficientes de ponderación de la composición por tipos/calidades y el método de cálculo del precio indicador diario del mercado serán examinados y podrán ser revisados por el Consejo, por votación especial, a fin de asegurar que ese precio sea representativo del mercado del caucho natural.

3. Se considerará que el precio indicador del mercado es superior, igual o inferior a los niveles de precios especificados en el presente Convenio si el promedio de los precios indicadores diarios del mercado durante los cinco últimos días de mercado es superior, igual o inferior a dichos niveles de precios.

Artículo 34

Composición de la Reserva de Estabilización

1. En la primera reunión que celebre después de la entrada en vigor del presente Convenio, el Consejo designará los tipos y calidades normalizados internacionalmente reconocidos de planchas nervadas ahumadas y de cauchos de determinadas especificaciones técnicas para su inclusión en la Reserva de Estabilización, en el entendimiento de que habrán de cumplirse los criterios siguientes:

a) Los tipos y calidades inferiores de caucho natural que podrán incluirse en la Reserva de Estabilización serán el RSS 3 y el TSR 20; y

b) Se designarán todos los tipos y calidades autorizados conforme al apartado a) de este párrafo que hayan representado al menos el 3% del comercio internacional de caucho natural durante el anterior año civil.

2. El Consejo podrá, por votación especial, modificar estos criterios y/o los tipos/calidades seleccionados, si ello es necesario para lograr que la composición de la Reserva de Estabilización refleje la evolución de la situación del mercado, que se alcancen los objetivos de estabilización del presente Convenio y que se mantenga un alto nivel de calidad comercial de las existencias de la Reserva.

3. El Gerente de la Reserva de Estabilización deberá procurar que la composición de ésta refleje la estructura de las exportaciones/importaciones de caucho natural y contribuya al mismo tiempo a la consecución de los objetivos de estabilización del presente Convenio.

4. El Consejo podrá, por votación especial, encargar al Gerente de la Reserva de Estabilización que modifique la composición de la Reserva de Estabilización si el objetivo de la estabilización de los precios así lo exige.

Artículo 35

Ubicación de las existencias de la Reserva de Estabilización

1. La ubicación de las existencias de la Reserva de Estabilización deberá asegurar que las operaciones comerciales sean económicas y eficientes. Conforme a este principio, las existencias de la Reserva estarán ubicadas en el territorio tanto de los miembros exportadores como de los miembros importadores. La distribución de las existencias de la Reserva entre los miembros se efectuará de modo que se alcancen los objetivos de estabilización del presente Convenio y, al propio tiempo, se reduzcan al mínimo los costos.

2. A fin de mantener altos niveles de calidad comercial, las existencias de la Reserva deberán conservarse únicamente en almacenes aprobados conforme a los criterios que establezca el Consejo.

3. Después de la entrada en vigor del presente Convenio, el Consejo establecera y aprobará una lista de almacenes, así como las disposiciones necesarias para su utilización. El Consejo revisará periódicamente esa lista.

4. El Consejo examinará también periódicamente la ubicación de las existencias de la Reserva y podrá, por votación especial, encargar al Gerente de la Reserva de Estabilización que cambie la ubicación de las existencias de la Reserva con objeto de asegurar que las operaciones comerciales sean económicas y eficientes.

Artículo 36

Rotación de las existencias de la Reserva de Estabilización

El Gerente de la Reserva de Estabilización cuidará de que todas las existencias de la Reserva se compren y mantengan a un alto nivel de calidad comercial. Se ocupará de la rotación del caucho natural almacenado en la Reserva de Estabilización cuando ello sea necesario para asegurar tal nivel, teniendo debidamente en cuenta el costo de esa rotación y sus repercusiones sobre la estabilidad del mercado. Los gastos de la rotación se cargarán a la Cuenta de la Reserva de Estabilización.

Artículo 37

Restricción o suspensión de las operaciones de la Reserva de Estabilización

1. No obstante lo dispuesto en el artículo 31, el Consejo, si se halla reunido, podrá, por votación especial, restringir o suspender las operaciones de la Reserva de Estabilización si, en su opinión, el cumplimiento de las obligaciones impuestas al Gerente de la Reserva de Estabilización en virtud de ese artículo no llevará a la consecución de los objetivos del presente Convenio.

2. Cuando el Consejo no se halle reunido, el Director Ejecutivo podrá, previa consulta con el Presidente, restringir o suspender las operaciones de la Reserva de Estabilización si, en su opinión, el cumplimiento de las obligaciones impuestas al Gerente de la Reserva de Estabilización en virtud del artículo 31 no llevará a la consecución de los objetivos del presente Convenio.

3. Inmediatamente después de adoptarse la decisión de restringir o suspender las operaciones de la Reserva de Estabilización conforme a lo dispuesto en el párrafo 2 de este artículo, el Director Ejecutivo convocará una reunión del Consejo a fin de examinar tal decisión. No obstante lo dispuesto en el párrafo 4 del artículo 14, el Consejo se reunirá dentro de los siete días siguientes a la fecha de la restricción o suspensión y confirmará o anulará, por votación especial, tal restricción o suspensión. Si el Consejo no puede llegar a una decisión en esa reunión, se reanudarán las operaciones de la Reserva de Estabilización sin que se aplique ninguna de las restricciones impuestas en virtud de este artículo.

Artículo 38

Sanciones relativas a las contribuciones a la Cuenta de la Reserva de Estabilización

1. Si un miembro no ha cumplido su obligación de contribuir a la Cuenta de la Reserva de Estabilización para la fecha en que sea exigible tal contribución, se le considerará atrasado en el pago. El miembro que esté atrasado en el pago durante 60 o más días no será considerado como miembro a efectos de las votaciones sobre las materias a que se refiere el párrafo 2 de este artículo.

2. Se suspenderán los derechos de voto y otros derechos en el Consejo del miembro que esté atrasado en el pago durante 60 o más días conforme al párrafo 1 de este artículo, a menos que el Consejo, por votación especial, decida otra cosa.

3. Un miembro atrasado en el pago deberá abonar intereses, al tipo preferente del país huésped, a partir del día en que sean exigibles los pagos atrasados a menos que éstos se cubran mediante préstamos obtenidos por el Consejo en aplicación del

artículo 8 en cuyo caso ese miembro deberá abonar los intereses de esos préstamos. Los demás miembros importadores y exportadores podrán cubrir el importe de los pagos atrasados con carácter voluntario.

4. Cuando se haya subsanado el incumplimiento a satisfacción del Consejo, se restablecerán los derechos de voto y otros derechos del miembro atrasado en el pago durante 60 o más días. Si los pagos atrasados han sido satisfechos por otros miembros, se reembolsará íntegramente a esos miembros.

Artículo 39

Ajustes de las contribuciones a la Cuenta de la Reserva de Estabilización

1. Cuando los votos se redistribuyan en la primera reunión de cada ejercicio económico, el Consejo efectuará el ajuste necesario de la contribución de cada miembro a la Cuenta de la Reserva de Estabilización de conformidad con las disposiciones de este artículo. Con tal fin, el Director Ejecutivo determinará:

a) La contribución neta de cada miembro, deduciendo los reembolsos de contribuciones a ese miembro, efectuados conforme al párrafo 2 de este artículo, de la suma de todas las contribuciones hechas por ese miembro desde la entrada en vigor del presente Convenio;

b) Las contribuciones netas totales, sumando las contribuciones netas de todos los miembros; y

c) La contribución neta revisada de cada miembro, distribuyendo las contribuciones netas totales entre los miembros sobre la base de su respectiva participación revisada en el total de los votos en el Consejo conforme al artículo 15, con sujeción a lo dispuesto en el párrafo 3 del artículo 28; quedando entendido que el porcentaje de votos de cada miembro se calculará, a los efectos de este artículo, sin tener en cuenta la suspensión de los derechos de voto de cualquier miembro ni cualquier redistribución de votos a que dé lugar esa suspensión.

Cuando la contribución neta de un miembro sea superior a su contribución neta revisada, se le reembolsará la diferencia con cargo a la Cuenta de la Reserva de Estabilización. Cuando la contribución neta revisada de un miembro sea superior a su contribución neta, ese miembro abonará la diferencia a la Cuenta de la Reserva de Estabilización.

2. Si el Consejo, teniendo en cuenta lo dispuesto en los párrafos 2 y 3 del artículo 29, decide que las contribuciones netas son superiores a los fondos requeridos para apoyar las operaciones de la Reserva de Estabilización en los cuatro meses siguientes, el Consejo reembolsará ese excedente de contribuciones netas menos las contribuciones iniciales, salvo que decida, por votación especial, no reembolsar ese excedente o reembolsar una cantidad menor. La parte que corresponda a cada miembro de la suma reembolsada será proporcional a su contribución neta en efectivo.

3. A petición de un miembro, el reembolso a que tenga derecho podrá dejarse en la Cuenta de la Reserva de Estabilización. Si un miembro pide que la suma que deba reembolsársele se deje en la Cuenta de la Reserva de Estabilización, esa suma le será deducida de cualquier contribución adicional que se le pida conforme al artículo 29.

4. El Director Ejecutivo notificará inmediatamente a los miembros todo pago o reembolso que resulte de ajustes efectuados de conformidad con los párrafos 1 y 2 de este artículo. Esos pagos de los miembros, o reembolsos a los miembros, se efectuarán en un plazo de 60 días contado a partir de la fecha en que el Director Ejecutivo haga dicha notificación.

5. En caso de que la suma en efectivo existente en la Cuenta de la Reserva de Estabilización después de reembolsados los préstamos, si los hubiera, fuese superior al valor de las contribuciones netas totales pagadas por los miembros, ese excedente se distribuirá a la terminación del presente Convenio.

Artículo 40

La Reserva de Estabilización y las modificaciones de los tipos de cambio

1. Si el tipo de cambio entre el ringgit de Malasia/dólar de Singapur y las monedas de los principales miembros exportadores e importadores de caucho natural se modifica de modo que tenga repercusiones importantes en las operaciones de la Reserva de Estabilización, el Director Ejecutivo convocará, conforme al artículo 37, o los miembros podrán convocar, conforme al artículo 14, una reunión extraordinaria del Consejo. Este se reunirá en el plazo de diez días para confirmar o anular las medidas que haya adoptado el Director Ejecutivo conforme al artículo 37, y podrá adoptar, por votación especial, medidas apropiadas, incluida la posibilidad de revisar la escala de precios, con arreglo a los principios enunciados en la primera frase de los párrafos 1 y 6 del artículo 32.

2. El Consejo establecerá, por votación especial, un procedimiento para determinar si se ha producido una modificación importante de las paridades de aquellas monedas, con el único propósito de asegurar que el Consejo sea convocado a tiempo.

3. Cuando exista una diferencia tal entre el ringgit de Malasia y el dólar de Singapur que tenga repercusiones importantes en las operaciones de la Reserva de Estabilización, el Consejo se reunirá para examinar la situación y podrá considerar la posibilidad de adoptar una sola moneda.

Artículo 41

Procedimientos para la liquidación de la Cuenta de la Reserva de Estabilización

1. A la terminación del presente Convenio, el Gerente de la Reserva de Estabilización calculará los gastos totales de liquidar o transferir a un nuevo convenio internacional del caucho natural el activo de la Cuenta de la Reserva de Estabilización conforme a las disposiciones de este artículo, y reservará esa cantidad en una cuenta separada. Si el saldo es insuficiente, el Gerente de la Reserva de Estabilización venderá una cantidad suficiente del caucho natural que haya en la Reserva de Estabilización para obtener la suma adicional necesaria.

2. La parte de cada miembro en la Cuenta de la Reserva de Estabilización se calculará del modo siguiente:

a) El valor de la Reserva de Estabilización será el valor de la cantidad total de caucho natural de cada tipo/calidad que haya en la Reserva, calculado al más bajo de los precios corrientes de los respectivos tipos/calidades en los mercados a que se hace referencia en el artículo 33 durante los 30 días hábiles anteriores a la fecha de terminación del presente Convenio;

b) El valor de la Cuenta de la Reserva de Estabilización será el valor de la Reserva de Estabilización más el efectivo que haya en la Cuenta de la Reserva de Estabilización en la fecha de terminación del presente Convenio, menos la cantidad reservada conforme al párrafo 1 de este artículo;

c) La contribución neta de cada miembro será la suma de sus contribuciones durante la vigencia del presente Convenio menos todos los reembolsos efectuados conforme al artículo 39;

d) Si el valor de la Cuenta de la Reserva de Estabilización es superior o inferior a las contribuciones netas totales, el excedente o el déficit, respectivamente, se distribuirá entre los miembros en proporción a la contribución neta ponderada según el tiempo que corresponda a cada miembro en virtud del presente Convenio;

e) La parte que corresponda a cada miembro en la Cuenta de la Reserva de Estabilización comprenderá su contribución neta, reducida o aumentada en la parte que le corresponda en los déficit o excedentes de la Cuenta de la Reserva de Estabilización, y reducida, en su caso, en la parte que le corresponda en las obligaciones relacionadas con los préstamos pendientes obtenidos por el Consejo en su nombre.

3. Si el presente Convenio va a ser reemplazado inmediatamente por un nuevo convenio internacional del caucho natural, el Consejo adoptará, por votación especial, procedimientos que aseguren la transmisión eficaz al nuevo convenio, a tenor de lo que éste disponga, de las partes que correspondan en la Cuenta de la Reserva de Estabilización a los miembros que tengan la intención de participar en el nuevo convenio. Todo miembro que no desee participar en el nuevo convenio tendrá derecho a que se le pague su parte:

a) Con cargo al efectivo disponible, y en el plazo de dos meses, en proporción al porcentaje que le corresponda de las contribuciones netas totales a la Cuenta de la Reserva de Estabilización; y

b) Con cargo al producto neto de la liquidación de las existencias de la Reserva, mediante su venta ordenada o mediante su transferencia al nuevo convenio internacional del caucho natural a los precios corrientes del mercado, la cual deberá quedar terminada en el plazo de 12 meses;

a menos que el Consejo decida, por votación especial, aumentar los pagos prescritos en el apartado a) de este párrafo.

4. Si el presente Convenio se da por terminado sin que haya sido sustituido por un nuevo convenio internacional del caucho natural que disponga la creación de una reserva de estabilización, el Consejo adoptará, por votación especial, los procedimientos por los que se regirá la liquidación ordenada de la Reserva de Estabilización en el plazo máximo especificado en el párrafo 7 del artículo 67, con las siguientes salvedades:

a) No se efectuarán más compras de caucho natural;

b) La Organización no realizará ningún otro gasto, excepto los que sean necesarios para liquidar la Reserva de Estabilización.

5. Sin perjuicio de que un miembro prefiera recibir caucho natural acogiéndose a lo dispuesto en el párrafo 6 de este artículo, todo el efectivo que haya en la Cuenta de la Reserva de Estabilización será distribuido inmediatamente entre los miembros en proporción a la parte correspondiente a cada uno de ellos, calculada conforme a lo dispuesto en el párrafo 2 de este artículo.

6. Todo miembro podrá optar por recibir en caucho natural, con sujeción a los procedimientos que establezca el Consejo, la totalidad o una parte del pago en efectivo a que tenga derecho por concepto de la parte que le corresponda en el activo de la Cuenta de la Reserva de Estabilización.

7. El Consejo adoptará los procedimientos apropiados para el ajuste y pago de las partes de los miembros en la Cuenta de la Reserva de Estabilización. Dicho ajuste se hará a fin de tener en cuenta:

a) Toda posible diferencia entre el precio del caucho natural especificado en el apartado a) del párrafo 2 de este artículo y los precios a los que se venda una parte o la totalidad de la Reserva de Estabilización conforme a los procedimientos establecidos para la liquidación de la Reserva de Estabilización; y

b) La diferencia entre los gastos de liquidación estimados y los gastos efectivamente realizados.

8. El Consejo se reunirá dentro de los 30 días siguientes a la última transacción de la Cuenta de la Reserva de Estabilización para proceder a la liquidación definitiva de las cuentas entre los miembros en los 30 días siguientes.

CAPITULO IX - RELACION CON EL FONDO COMUN

Artículo 42

Relación con el Fondo Común

Cuando el Fondo Común sea operacional, el Consejo aprovechará plenamente las facilidades que ofrece dicho Fondo Común, conforme a los principios en él establecidos. Para ello, el Consejo negociará con el Fondo Común condiciones y modalidades mutuamente aceptables para la firma con el Fondo Común de un acuerdo de participación.

CAPITULO X - MEDIDAS RELATIVAS A LOS SUMINISTROS

Artículo 43

Disponibilidad de los suministros

1. Los miembros exportadores en toda la medida de lo posible se comprometen a seguir políticas y ejecutar programas que aseguren a los consumidores la continuidad de los suministros de caucho natural.

2. Los miembros exportadores seguirán tratando de mejorar la calidad del caucho natural y de lograr la uniformidad en la especificación de las calidades y en la presentación del caucho natural, en consonancia con el progreso tecnológico y la evolución del mercado.

3. En el caso de una posible escasez de caucho natural, el Consejo podrá hacer recomendaciones a los miembros interesados sobre las medidas apropiadas que se podrían tomar para asegurar el aumento más rápido posible de los suministros de caucho natural.

Artículo 44

Otras medidas

1. Con miras a la consecución de los objetivos del presente Convenio, el Consejo determinará y propondrá medidas y técnicas apropiadas para fomentar el desarrollo de la economía del caucho natural por los miembros productores mediante la ampliación y la mejora de la producción, la productividad y la comercialización, con lo cual será posible aumentar los ingresos de exportación de los miembros productores y mejorar, al mismo tiempo, la fiabilidad de los suministros.

2. Con tal fin, el Comité de Otras Medidas realizará análisis económicos y técnicos para determinar:

a) Programas y proyectos de investigación y desarrollo relativos al caucho natural que puedan beneficiar a los miembros exportadores e importadores, inclusive la investigación científica en sectores específicos;

b) Programas y proyectos que permitan mejorar la productividad de la industria del caucho natural;

c) Medios de mejorar la calidad de los suministros de caucho natural y de lograr la uniformidad en la especificación de las calidades y en la presentación del caucho natural; y

d) Métodos para mejorar la elaboración, la comercialización y la distribución del caucho natural en bruto.

3. El Consejo examinará las consecuencias financieras de tales medidas y técnicas y tratará de promover y facilitar la obtención de recursos financieros suficientes, cuando proceda, de fuentes tales como las instituciones financieras internacionales y la Segunda Cuenta del Fondo Común cuando se establezca.

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4. El Consejo podrá hacer recomendaciones, cuando proceda, a los miembros, a las instituciones internacionales y a otras organizaciones para promover la aplicación de las medidas específicas a que se refiere este artículo.

5. El Comité de Otras Medidas estudiará periódicamente los progresos hechos en la aplicación de las medidas que el Consejo decida promover y recomendar, e informará a ese respecto al Consejo.

CAPITULO XI - CONSULTAS SOBRE LAS POLITICAS NACIONALES

Artículo 45

Consultas

El Consejo celebrará consultas, a petición de cualquier miembro, sobre las políticas seguidas por los Gobiernos en relación con el caucho natural que afecten directamente a la oferta o a la demanda. El Consejo podrá someter sus recomendaciones a los miembros para que las examinen.

CAPITULO XII - ESTADISTICAS, ESTUDIOS E INFORMACION

Artículo 46

Estadísticas e información

1. El Consejo reunirá, sistematizará y, cuando sea necesario, publicará la información estadística sobre el caucho natural y las cuestiones conexas que sea necesaria para la aplicación satisfactoria del presente Convenio.

2. Los miembros proporcionarán al Consejo, sin demora y en toda la medida de lo posible, los datos de que dispongan sobre la producción, el consumo y el comercio internacional de caucho natural, por calidades específicas.

3. El Consejo podrá también pedir a los miembros que proporcionen otras informaciones, en particular sobre cuestiones conexas, que sean necesarias para la aplicación satisfactoria del presente Convenio.

4. Los miembros proporcionarán todas las estadísticas y la información arriba mencionadas dentro de un plazo razonable y en la medida en que no sea incompatible con su legislación nacional.

5. El Consejo establecerá relaciones estrechas con las organizaciones internacionales apropiadas, en particular el Grupo Internacional de Estudio sobre el Caucho, y con las bolsas de productos básicos para contribuir a asegurar la disponibilidad de datos recientes y fiables sobre la producción, el consumo, las existencias, el comercio internacional y los precios del caucho natural y sobre otros factores que influyan en la oferta y la demanda de caucho natural.

6. El Consejo cuidará de que la información publicada no redunde en detrimento del carácter confidencial de las operaciones de personas o sociedades que produzcan, elaboren o comercialicen caucho natural o productos conexos.

Artículo 47

Evaluación anual, estimaciones y estudios

1. El Consejo preparará y publicará una evaluación anual de la situación mundial del caucho natural y cuestiones conexas, teniendo en cuenta la información proporcionada por los miembros y por todas las organizaciones intergubernamentales e internacionales competentes.

2. El Consejo deberá también, al menos una vez cada semestre, estimar la producción, el consumo, las exportaciones y las importaciones de caucho natural de todos los tipos y calidades para los seis meses siguientes, e informará a los miembros sobre esas estimaciones.

3. El Consejo efectuará estudios de las tendencias de la producción, el consumo, el comercio, la comercialización y los precios del caucho natural, así como de los problemas a corto y a largo plazo de la economía mundial del caucho natural, o tomará las disposiciones pertinentes para que se efectúen tales estudios.

Artículo 48

Examen anual

1. El Consejo examinará anualmente la aplicación del presente Convenio, teniendo en cuenta los objetivos enunciados en el artículo 1. Informará a los miembros sobre los resultados de tal examen.

2. El Consejo podrá después formular recomendaciones a los miembros y luego tomar medidas dentro de su competencia para mejorar la eficacia de la aplicación del presente Convenio.

CAPITULO XIII - DISPOSICIONES DIVERSAS

Artículo 49

Obligaciones generales de los miembros

1. Durante la vigencia del presente Convenio, los miembros cooperarán entre sí y harán todo lo posible para favorecer el logro de los objetivos del presente Convenio y no adoptarán ninguna medida que sea contraria a esos objetivos.

2. Los miembros procurarán en particular mejorar la situación de la economía del caucho natural y fomentar la producción y utilización de caucho natural, a fin de promover el crecimiento y la modernización de la economía del caucho natural en beneficio mutuo de productores y consumidores.

3. Los miembros aceptarán como obligatorias todas las decisiones que el Consejo adopte en virtud del presente Convenio y no aplicarán medidas que tengan por efecto la limitación de esas decisiones o que sean contrarias a ellas.

Artículo 50

Obstáculos al comercio

1. El Consejo, de conformidad con la evaluación anual de la situación mundial del caucho natural a que se refiere el artículo 47, determinará cualesquier obstáculos que se opongan a la expansión del comercio de caucho natural en bruto, semielaborado o modificado.

2. El Consejo, con objeto de promover los objetivos de este artículo, podrá hacer recomendaciones a los miembros para que traten de determinar, en foros internacionales apropiados, medidas prácticas y mutuamente aceptables destinadas a suprimir progresivamente esos obstáculos y, en lo posible, a eliminarlos totalmente. El Consejo examinará periódicamente los resultados de esas recomendaciones.

Artículo 51

Transportes y estructura del mercado del caucho natural

El Consejo debería fomentar y facilitar la promoción de fletes razonables y equitativos y la introducción de mejoras en el sistema de transporte, con objeto de asegurar el abastecimiento regular de los mercados y de reducir el costo de los productos comercializados.

Artículo 52

Medidas diferenciales y correctivas

Los miembros importadores en desarrollo, y los países menos adelantados que sean miembros, cuyos intereses resulten perjudicados como consecuencia de medidas adoptadas en virtud del presente Convenio podrán pedir al Consejo que aplique medidas diferenciales y correctivas. El Consejo estudiará la posibilidad de adoptar medidas apropiadas de esa índole, conforme a los párrafos 3 y 4 de la sección III de la resolución 93 (IV) de la Conferencia de las Naciones Unidas sobre Comercio y Desarrollo.

Artículo 53

Exención de obligaciones

1. Cuando ello sea necesario por circunstancias excepcionales, situaciones de emergencia o casos de fuerza mayor no previstos expresamente en el presente Convenio, el Consejo, por votación especial, podrá eximir a un miembro de una obligación impuesta por el presente Convenio si le convencen las explicaciones del miembro interesado acerca de las razones por las que no puede cumplir la obligación.

2. El Consejo, cuando conceda una exención a un miembro conforme al párrafo 1 de este artículo, indicará expresamente en qué condiciones y modalidades y por cuánto tiempo se exime al miembro de esa obligación, así como las razones por las que se otorga la exención.

Artículo 54

Normas justas de trabajo

Los miembros declaran que se esforzarán en mantener normas de trabajo que contribuyan a mejorar el nivel de vida de los trabajadores de sus respectivas industrias del caucho natural.

CAPITULO XIV - RECLAMACIONES Y CONTROVERSIAS

Artículo 55

Reclamaciones

1. Toda reclamación formulada contra un miembro por incumplimiento de las obligaciones que le impone el presente Convenio será sometida, a petición del miembro que la formule, al Consejo, quien, previa consulta con los miembros interesados, adoptará una decisión al respecto.

2. Toda decisión del Consejo en el sentido de que un miembro ha incumplido las obligaciones que le impone el presente Convenio especificará la naturaleza de ese incumplimiento.

3. El Consejo, siempre que, como consecuencia de una reclamación o de otro modo, llegue a la conclusión de que un miembro ha incumplido las obligaciones que le impone el presente Convenio, podrá, por votación especial y sin perjuicio de las demás medidas expresamente estipuladas en otros artículos del presente Convenio:

a) Suspender los derechos de voto de ese miembro en el Consejo y, si lo considera necesario, suspender cualesquiera otros derechos de ese miembro, inclusive el de ocupar un cargo en el Consejo o en cualquiera de los comités establecidos en virtud del artículo 19, y el de poder ser elegido para formar parte de esos comités, hasta que haya cumplido sus obligaciones; o

b) Adoptar medidas conforme al artículo 65, si el incumplimiento menoscaba seriamente la aplicación del presente Convenio.

Artículo 56

Controversias

1. Toda controversia relativa a la interpretación o aplicación del presente Convenio que no se resuelva entre los miembros que sean partes en ella será sometida, a petición de cualquiera de ellos, a la decisión del Consejo.

2. Cuando una controversia haya sido sometida al Consejo en aplicación de lo dispuesto en el párrafo 1 de este artículo, una mayoría de los miembros, siempre que reúnan al menos un tercio del número total de votos, podrá pedir al Consejo que, después de examinar la cuestión y antes de tomar una decisión, solicite el dictamen de un grupo consultivo, constituido conforme al párrafo 3 de este artículo, sobre la cuestión controvertida.

3. a) A menos que el Consejo, por votación especial, decida otra cosa al respecto, el grupo consultivo estará compuesto de cinco personas, como sigue:

i) Dos personas designadas por los miembros exportadores, de las que una tendrá gran experiencia en cuestiones del tipo de la controvertida y la otra será un jurista calificado y experimentado;

ii) Dos personas de calificaciones análogas designadas por los miembros importadores; y

iii) Un Presidente elegido por unanimidad por las cuatro personas designadas conforme a los incisos i) y ii) de este apartado o, en caso de desacuerdo entre ellas, por el Presidente del Consejo.

b) Podrán formar parte del grupo consultivo nacionales de miembros y de no miembros.

c) Las personas designadas para formar parte del grupo consultivo actuarán a título personal y sin recibir instrucciones de ningún gobierno.

d) Los gastos del grupo consultivo serán sufragados por la Organización.

4. El dictamen del grupo consultivo y las razones que lo motiven serán sometidos al Consejo, el cual, después de examinar toda la información pertinente, dirimirá la controversia por votación especial.

CAPITULO XV - DISPOSICIONES FINALES

Artículo 57

Firma

El presente Convenio estará abierto en la Sede de las Naciones Unidas, desde el 2 de enero hasta el 30 de junio de 1980 inclusive, a la firma de los Gobiernos invitados a la Conferencia de las Naciones Unidas sobre el Caucho Natural, 1978.

Artículo 58

Depositario

El Secretario General de las Naciones Unidas queda designado depositario del presente Convenio.

Artículo 59

Ratificación, aceptación y aprobación

1. El presente Convenio estará sujeto a la ratificación, aceptación o aprobación de los Gobiernos signatarios, conforme a sus respectivos procedimientos constitucionales o institucionales.

2. Los instrumentos de ratificación, aceptación o aprobación serán depositados en poder del depositario a más tardar el 30 de septiembre de 1980. No obstante, el Consejo podrá conceder prórrogas a los Gobiernos signatarios que no hayan podido depositar sus instrumentos en esa fecha.

3. Cada Gobierno que deposite un instrumento de ratificación, aceptación o aprobación declarará, en el momento de efectuar tal depósito, si es un miembro exportador o un miembro importador.

Artículo 60

Notificación de aplicación provisional

1. Todo Gobierno signatario que tenga intención de ratificar, aceptar o aprobar el presente Convenio, o todo Gobierno para el que el Consejo haya establecido condiciones de adhesión, pero que todavía no haya podido depositar su instrumento, podrá en todo momento notificar al depositario que aplicará plenamente el presente Convenio con carácter provisional, bien cuando el Convenio entre en vigor conforme al artículo 61, bien, si ya está en vigor, en la fecha que se especifique.

2. No obstante lo dispuesto en el párrafo 1 de este artículo, todo Gobierno podrá indicar en su notificación de aplicación provisional que sólo aplicará el presente Convenio dentro de las limitaciones que le impongan sus procedimientos constitucionales y/o legislativos. No obstante, ese Gobierno deberá cumplir todas las obligaciones financieras que le incumban en relación con la Cuenta Administrativa. La participación provisional de todo Gobierno que haga la mencionada notificación no durará más de 18 meses contados a partir de la entrada en vigor provisional del presente Convenio. En caso de que, dentro de ese período de 18 meses, sea necesario solicitar nuevos fondos para la Cuenta de la Reserva de Estabilización, el Consejo decidirá cuál es la situación de los Gobiernos que en virtud del presente párrafo apliquen provisionalmente el Convenio.

Artículo 61

Entrada en vigor

1. El presente Convenio entrará definitivamente en vigor el 1º de octubre de 1980 o en cualquier otra fecha ulterior si para esa fecha los Gobiernos que han depositado sus instrumentos de ratificación, aceptación, aprobación o adhesión, o han asumido la totalidad de las obligaciones financieras que impone el presente Convenio representan al menos el 80% de las exportaciones netas indicadas en el anexo A del presente Convenio y el 80% de las importaciones netas indicadas en el anexo B del presente Convenio.

2. El presente Convenio entrará provisionalmente en vigor el 1º de octubre de 1980, o en cualquier otra fecha ulterior, dentro de un plazo de dos años, si para esa fecha los Gobiernos que han depositado sus instrumentos de ratificación, aceptación o aprobación, o han notificado al depositario, conforme al artículo 60, que aplicarán provisionalmente el presente Convenio, representan al menos el 65% de las exportaciones netas indicadas en el anexo A del presente Convenio y el 65% de las importaciones netas indicadas en el anexo B del presente Convenio. El Convenio permanecerá provisionalmente en vigor durante un período máximo de 18 meses, a menos que entre definitivamente en vigor conforme al párrafo 1 de este artículo o que el Consejo, conforme al párrafo 4 de este artículo, decida otra cosa.

3. Si, dentro del plazo de dos años contados a partir del 1º de octubre de 1980, el presente Convenio no entra provisionalmente en vigor conforme al párrafo 2 de este artículo, el Secretario General de las Naciones Unidas invitará, tan pronto como lo estime posible después de esa fecha, a los Gobiernos que hayan depositado instrumentos de ratificación, aceptación, aprobación o adhesión, o que le hayan notificado que aplicarán provisionalmente el presente Convenio, así como a todos los demás Gobiernos que participaron en la Conferencia de las Naciones Unidas sobre el Caucho Natural, 1978, a reunirse con objeto de recomendar si los Gobiernos que estén en situación de hacerlo deben o no tomar las medidas necesarias para poner provisional o definitivamente en vigor entre ellos el presente Convenio en todo o en parte. Si en dicha reunión no se llega a ninguna conclusión, el Secretario General podrá convocar las reuniones ulteriores que considere apropiadas.

4. Si en el plazo de 18 meses civiles contado a partir de la entrada en vigor provisional del presente Convenio conforme al párrafo 2 de este artículo no se han cumplido los requisitos para la entrada en vigor definitiva del Convenio estipulados en el párrafo 1 de este artículo, el Secretario General de las Naciones Unidas invitará, tan pronto como lo estime posible, pero en todo caso antes de transcurrido el citado plazo de 18 meses, a los Gobiernos que hayan depositado instrumentos de ratificación, aceptación, aprobación o adhesión, o que le hayan notificado que aplicarán provisionalmente el presente Convenio, así como a todos los demás Gobiernos que participaron en la Conferencia de las Naciones Unidas sobre el Caucho Natural, 1978, a reunirse para examinar la cuestión del futuro del presente Convenio. Teniendo en cuenta las recomendaciones de la reunión convocada por el Secretario General de las Naciones Unidas, el Consejo se reunirá para llegar a una decisión sobre esa cuestión. El Consejo decidirá entonces, por votación especial:

a) Poner definitivamente en vigor, en todo o en parte, el presente Convenio entre los miembros del momento;

b) Mantener durante un año más provisionalmente en vigor, en todo o en parte, el presente Convenio entre los miembros del momento;

c) Negociar de nuevo el presente Convenio.

Si el Consejo no adopta ninguna decisión, el presente Convenio se dará por terminado una vez expirado el plazo de 18 meses.

5. Para cualquier Gobierno que deposite su instrumento de ratificación, aceptación, aprobación o adhesión después de la entrada en vigor del presente Convenio, éste entrará en vigor para dicho Gobierno en la fecha de ese depósito.

6. El Secretario General de las Naciones Unidas convocará la primera reunión del Consejo tan pronto como sea posible después de la entrada en vigor del presente Convenio.

Artículo 62

Adhesión

1. El presente Convenio estará abierto a la adhesión de los Gobiernos de todos los Estados en las condiciones que determine el Consejo, entre las que figurará un plazo para el depósito de instrumentos de adhesión. No obstante, el Consejo podrá conceder prórrogas a los Gobiernos que no puedan depositar sus instrumentos de adhesión en el plazo fijado en las condiciones de adhesión.

2. La adhesión se efectuará mediante el depósito de un instrumento de adhesión en poder del depositario.

Artículo 63

Enmiendas

1. El Consejo podrá, por votación especial, recomendar a los miembros que se enmiende el presente Convenio.

2. El Consejo fijará el plazo dentro del cual los miembros deberán notificar al depositario que aceptan la enmienda.

3. Toda enmienda entrará en vigor 90 días después de que el depositario haya recibido las notificaciones de aceptación de miembros que constituyan al menos dos tercios de los miembros exportadores y que reúnan al menos el 85% de los votos de los miembros exportadores, y de miembros que constituyan al menos dos tercios de los miembros importadores y que reúnan al menos el 85% de los votos de los miembros importadores.

4. Después de que el depositario haya informado al Consejo de que se reúnen las condiciones requeridas para la entrada en vigor de la enmienda, y no obstante las disposiciones del párrafo 2 de este artículo relativas a la fecha fijada por el Consejo, un miembro podrá notificar al depositario que acepta la enmienda, siempre y cuando haga esa notificación antes de la entrada en vigor de la enmienda.

5. Todo miembro que no haya notificado su aceptación de la enmienda en la fecha en que la enmienda entre en vigor dejará de ser parte contratante a partir de esa fecha, a menos que demuestre, a satisfacción del Consejo, que no se pudo conseguir a tiempo su aceptación por dificultades relacionadas con la terminación de sus procedimientos constitucionales o institucionales y que el Consejo decida prorrogar respecto de ese miembro el plazo fijado para la aceptación de la enmienda. Ese miembro no estará obligado por la enmienda hasta que haya notificado que la acepta.

6. Si en la fecha fijada por el Consejo conforme al párrafo 2 de este artículo no se han reunido las condiciones requeridas para que entre en vigor la enmienda, ésta se considerará retirada.

Artículo 64

Retiro

1. Todo miembro podrá retirarse del presente Convenio en cualquier momento después de su entrada en vigor notificando su retiro al depositario. Ese miembro informará simultáneamente al Consejo de la decisión que haya adoptado.

2. Un año después de que el depositario reciba tal notificación, ese miembro dejará de ser parte contratante en el presente Convenio.

Artículo 65

Exclusión

Si el Consejo estima que un miembro ha incumplido las obligaciones contraídas en virtud del presente Convenio y decide además que tal incumplimiento entorpece seriamente la aplicación del presente Convenio, podrá, por votación especial, excluir del presente Convenio a ese miembro. El Consejo lo notificará inmediatamente al depositario. Un año después de la fecha de la decisión del Consejo, ese miembro dejará de ser parte contratante en el presente Convenio.

Artículo 66

Liquidación de las cuentas en caso de retiro o exclusión de un miembro o de imposibilidad por parte de un miembro de aceptar una enmienda

1. Con arreglo a lo dispuesto en este artículo, el Consejo procederá a la liquidación de las cuentas con todo miembro que deje de ser parte contratante en el presente Convenio debido a:

a) No aceptación de una enmienda introducida en el presente Convenio en cumplimiento del artículo 63;

b) Retiro del presente Convenio en cumplimiento del artículo 64; o

c) Exclusión del presente Convenio en cumplimiento del artículo 65.

2. El Consejo conservará todas las contribuciones pagadas a la Cuenta Administrativa por todo miembro que deje de ser parte contratante en el presente Convenio.

3. El Consejo reembolsará a todo miembro que deje de ser parte contratante debido a la no aceptación de una enmienda al presente Convenio, o a su retiro o exclusión de éste, la parte que, conforme al artículo 41, corresponda a ese miembro en la Cuenta de la Reserva de Estabilización, previa deducción de la cantidad que le corresponda en cualquier excedente.

a) En el caso de un miembro que deje de ser parte contratante debido a su no aceptación de una enmienda al presente Convenio, ese reembolso se le hará un año después de la entrada en vigor de dicha enmienda.

b) En el caso de un miembro que se retire, ese reembolso se le hará dentro de los 60 días siguientes a la fecha en que dicho miembro deje de ser parte contratante en el presente Convenio, a menos que como consecuencia de su retiro el Consejo decida terminar el presente Convenio conforme al párrafo 6 del artículo 67 antes de tal reembolso, en cuyo caso se aplicará lo dispuesto en el artículo 41 y en el párrafo 7 del artículo 67.

c) En el caso de un miembro que sea excluido, ese reembolso se le hará dentro de los 60 días siguientes a la fecha en que dicho miembro deje de ser parte contratante en el presente Convenio.

4. Si la Cuenta de la Reserva de Estabilización no puede efectuar los pagos en efectivo que debe hacer en virtud de lo dispuesto en los apartados a), b) o c) del párrafo 3 de este artículo sin comprometer la viabilidad de la Cuenta de la Reserva de Estabilización o sin tener que solicitar contribuciones adicionales de los miembros para cubrir esos reembolsos, se aplazará el pago de éstos hasta que pueda venderse la cantidad necesaria de caucho natural de la Reserva de Estabilización a un precio igual o superior al precio de intervención superior. Si, antes del final del período de un año que se especifica en el artículo 64, el Consejo comunica a un miembro que se retire que el pago tendrá que aplazarse de conformidad con este párrafo, el período de un año entre la notificación de su intención de retirarse y el momento en que se retire podrá prorrogarse, si ese miembro lo desea, hasta que el Consejo le comunique que el pago de su participación puede efectuarse dentro de un plazo de 60 días.

5. El miembro que haya recibido un reembolso apropiado en virtud de este artículo no tendrá derecho a recibir ninguna parte del producto de la liquidación de la Organización. Tampoco estará obligado a pagar parte alguna del déficit que pueda tener la Organización después de efectuado el reembolso.

Artículo 67

Duración, prórroga y terminación

1. El presente Convenio permanecerá en vigor durante un período de cinco años a partir de su entrada en vigor, a menos que sea prorrogado conforme a los párrafos 2, 3 ó 4 de este artículo o que se declare terminado conforme a los párrafos 5 ó 6 del mismo.

2. Antes de que expire el período de cinco años a que se refiere el párrafo 1 de este artículo, el Consejo podrá decidir, por votación especial, prorrogar el presente Convenio durante un período no superior a dos años y/o renegociarlo. El Consejo notificará al depositario cualquier decisión en ese sentido.

3. Si, antes de que expire el período de cinco años a que se refiere el párrafo 1 de este artículo, no se han concluido las negociaciones para la celebración de un nuevo convenio que sustituya al presente Convenio, el Consejo podrá, por votación especial, prorrogar el presente Convenio durante un período no superior a dos años. El Consejo notificará esa prórroga al depositario.

4. Si, antes de que expire el período de cinco años a que se refiere el párrafo 1 de este artículo, se ha negociado un nuevo convenio que sustituya al presente Convenio, pero ese nuevo convenio no ha entrado en vigor provisional o definitivamente, el Consejo podrá, por votación especial, prorrogar el presente Convenio hasta que entre en vigor provisional o definitivamente el nuevo convenio, pero tal prórroga no excederá de dos años. El Consejo notificará esa prórroga al depositario.

5. Si se negocia y entra en vigor un nuevo convenio internacional del caucho natural durante cualquier prórroga del presente Convenio en cumplimiento de los párrafos 2, 3 ó 4 de este artículo, el presente Convenio, prorrogado, terminará al entrar en vigor el nuevo convenio.

6. El Consejo podrá en todo momento, por votación especial, declarar terminado el presente Convenio con efecto a partir de la fecha que establezca el propio Consejo. El Consejo notificará al depositario cualquier decisión en ese sentido.

7. No obstante la terminación del presente Convenio, el Consejo continuará en funciones durante un período no superior a tres años para proceder a la liquidación de la Organización, inclusive la liquidación de las cuentas, y la venta de los haberes conforme a las disposiciones del artículo 41 y con sujeción a las decisiones pertinentes, que se adoptarán por votación especial, y durante ese período conservará todas las facultades y funciones que sean necesarias a tal efecto.

Artículo 68

Reservas

No se podrán formular reservas con respecto a ninguna de las disposiciones del presente Convenio.

Artículo 69

Textos auténticos del presente Convenio

Los textos del presente Convenio en los idiomas chino, español, francés, inglés y ruso serán igualmente auténticos.

EN FE DE LO CUAL, los infrascritos, debidamente autorizados al efecto por sus respectivos Gobiernos, han firmado el presente Convenio en las fechas que figuran junto a sus firmas.

HECHO en Ginebra el día seis de octubre de mil novecientos setenta y nueve.

Anexo A

Porcentajes de las exportaciones netas totales de los países participantes en la Conferencia de las Naciones Unidas sobre el Caucho Natural correspondiente a los distintos países exportadores, establecidos a los efectos del artículo 61

	Porcentaje[a]
Bolivia	0,081
Camerún	0,514
Filipinas	0,018
India	0,199
Indonesia	25,387
Liberia	2,551
Malasia	48,218
Nigeria	1,313
Papua Nueva Guinea	0,150
Singapur	4,406
Sri Lanka	4,367
Tailandia	12,004
Zaire	0,792
Total	100,000

a/ Se trata de porcentajes de las exportaciones netas totales de caucho natural efectuadas en el quinquenio 1974-1978.

Anexo B

Porcentajes de las importaciones netas totales de los países participantes en la Conferencia de las Naciones Unidas sobre el Caucho Natural correspondientes a los distintos países importadores, establecidos a los efectos del artículo 61

	Porcentaje[a]
Argelia	0,081
Australia	1,467
Austria	0,683
Brasil	1,836
Bulgaria	0,394
Canadá	2,934
CEE	23,283
Alemania, República Federal de	6,435
Bélgica/Luxemburgo	0,772
Dinamarca	0,171
Francia	5,428
Irlanda	0,273
Italia	4,150
Países Bajos	0,733
Reino Unido de Gran Bretaña e Irlanda del Norte	5,321
Checoslovaquia	1,810
China	7,707
Ecuador	0,050
Egipto	0,097
España	3,178
Estados Unidos de América	24,756
Iraq	0,051
Finlandia	0,226
Ghana	0,141
Guatemala	0,070
Hungría	0,534
Japón	10,780
Madagascar	0,000
Malta	0,000

	Porcentaje[a/]
Marruecos	0,150
México	1,325
Noruega	0,094
Nueva Zelandia	0,291
Panamá	0,000
Perú	0,225
Polonia	1,980
República Arabe Siria	0,014
República de Corea	3,189
República Democrática Alemana	1,258
Rumania	1,529
Somalia	0,000
Suecia	0,439
Suiza	0,122
Túnez	0,008
Turquía	0,758
Unión de Repúblicas Socialistas Soviéticas	7,148
Uruguay	0,117
Venezuela	0,306
Yugoslavia	0,969
Total	100,000

a/ Se trata de porcentajes de las importaciones netas totales de caucho natural efectuadas en los tres años 1976, 1977 y 1978.

Anexo C

Estimación del costo de la Reserva de Estabilización efectuada por el Presidente de la Conferencia de las Naciones Unidas sobre el Caucho Natural, 1978

En circunstancias normales el costo de adquisición y funcionamiento de una Reserva de Estabilización de 550.000 toneladas podría calcularse multiplicando esta cifra por el precio de activación inferior de 168 centavos de Malasia/Singapur por kilo más un 10% del producto de esa multiplicación.

FOR AFGHANISTAN:
POUR L'AFGHANISTAN:
阿富汗:
За Афганистан:
POR EL AFGANISTÁN:

FOR ALBANIA:
POUR L'ALBANIE:
阿尔巴尼亚:
За Албанию:
POR ALBANIA:

FOR ALGERIA:
POUR L'ALGÉRIE:
阿尔及利亚:
За Алжир:
POR ARGELIA:

FOR ANGOLA:
POUR L'ANGOLA:
安哥拉:
За Анголу:
POR ANGOLA:

FOR ARGENTINA:
POUR L'ARGENTINE:
阿根廷:
За Аргентину:
POR LA ARGENTINA:

FOR AUSTRALIA:
POUR L'AUSTRALIE:
澳大利亚:
За Австралию:
POR AUSTRALIA:

FOR AUSTRIA:
POUR L'AUTRICHE:
奥地利:
За Австрию:
POR AUSTRIA:

FOR THE BAHAMAS:
POUR LES BAHAMAS:
巴哈马:
За Багамские острова:
POR LAS BAHAMAS:

FOR BAHRAIN:
POUR BAHREÏN:
巴林:
За Бахрейн:
POR BAHREIN:

FOR BANGLADESH:
POUR LE BANGLADESH:
孟加拉国:
За Бангладеш:
POR BANGLADESH:

FOR BARBADOS:
POUR LA BARBADE:
巴巴多斯:
За Барбадос:
POR BARBADOS:

FOR BELGIUM:
POUR LA BELGIQUE:
比利时:
За Бельгию:
POR BÉLGICA:

FOR BENIN:
POUR LE BENIN:
贝宁:
ЗА БЕНИН:
POR BENIN:

FOR BHUTAN:
POUR LE BHOUTAN:
不丹:
За Бутан:
POR BHUTÁN:

FOR BOLIVIA:
POUR LA BOLIVIE:
玻利维亚:
За Боливию:
POR BOLIVIA:

FOR BOTSWANA:
POUR LE BOTSWANA:
博茨瓦纳:
За Ботсвану:
POR BOTSWANA:

FOR BRAZIL:
POUR LE BRÉSIL:
巴西:
За Бразилию:
POR EL BRASIL:

FOR BULGARIA:
POUR LA BULGARIE:
保加利亚:
За Болгарию:
POR BULGARIA:

FOR BURMA:
POUR LA BIRMANIE:
缅甸:
За Бирму:
POR BIRMANIA:

FOR BURUNDI:
POUR LE BURUNDI:
布隆迪:
За Бурунди:
POR BURUNDI:

FOR THE BYELORUSSIAN SOVIET SOCIALIST REPUBLIC:
POUR LA RÉPUBLIQUE SOCIALISTE SOVIÉTIQUE DE BIÉLORUSSIE:
白俄罗斯苏维埃社会主义共和国:
За Белорусскую Советскую Социалистическую Республику:
POR LA REPÚBLICA SOCIALISTA SOVIÉTICA DE BIELORRUSIA:

FOR CANADA:
POUR LE CANADA:
加拿大:
За Канаду:
POR EL CANADÁ:

FOR CAPE VERDE:
POUR LE CAP-VERT:
佛得角:
За Острова Зеленого Мыса:
POR CABO VERDE:

FOR THE CENTRAL AFRICAN REPUBLIC:
POUR LA REPUBLIQUE CENTRAFRICAINE:
中非共和国:
За Центральноафриканскую Республику:
POR LA REPÚBLICA CENTROAFRICANO:

FOR CHAD:
POUR LE TCHAD:
乍得:
За Чад:
POR EL CHAD:

FOR CHILE:
POUR LE CHILI:
智利:
За Чили:
POR CHILE:

FOR CHINA:
POUR LA CHINE:
中国:
За Китай:
POR CHINA:

FOR COLOMBIA:
POUR LA COLOMBIE:
哥伦比亚:
За Колумбию:
POR COLOMBIA:

FOR THE COMOROS:
POUR LES COMORES:
科摩罗:
За Коморские острова:
POR LAS COMORAS:

FOR THE CONGO:
POUR LE CONGO:
刚果:
За Конго:
POR EL CONGO:

FOR COSTA RICA:
POUR LE COSTA RICA:
哥斯达黎加:
За Коста-Рику:
POR COSTA RICA:

FOR CUBA:
POUR CUBA:
古巴:
За Кубу:
POR CUBA:

FOR CYPRUS:
POUR CHYPRE:
塞浦路斯:
За Кипр:
POR CHIPRE:

FOR CZECHOSLOVAKIA:
POUR LA TCHÉCOSLOVAQUIE:
捷克斯洛伐克:
За Чехословакию:
POR CHECOSLOVAQUIA:

FOR DEMOCRATIC KAMPUCHEA:
POUR LE KAMPUCHEA DÉMOCRATIQUE:
民主柬埔寨:
За Демократическую Кампучию:
POR KAMPUCHEA DEMOCRÁTICA:

FOR THE DEMOCRATIC PEOPLE'S REPUBLIC OF KOREA:
POUR LA RÉPUBLIQUE POPULAIRE DÉMOCRATIQUE DE CORÉE:
朝鲜民主主义人民共和国:
За Корейскую Народно-Демократическую Республику:
POR LA REPÚBLICA POPULAR DEMOCRÁTICA DE COREA:

FOR DEMOCRATIC YEMEN:
POUR LE YÉMEN DÉMOCRATIQUE:
民主也门:
За Демократический Йемен:
POR EL YEMEN DEMOCRÁTICO:

FOR DENMARK:
POUR LE DANEMARK:
丹麦:
За Данию:
POR DINAMARCA:

FOR DJIBOUTI:
POUR DJIBOUTI:
吉布提共和国:
За Джибути:
POR DJIBOUTI:

FOR THE DOMINICA:
POUR LA DOMINIQUE:
多米尼加:
За Доминику:
POR DOMINICA:

For the Dominican Republic:
Pour la République Dominicaine:
多米尼加共和国:
За Доминиканскую Республику:
Por la República Dominicana:

For Ecuador:
Pour l'Equateur:
厄瓜多尔:
За Эквадор:
Por el Ecuador:

For Egypt:
Pour l'Egypte:
埃及:
За Египет:
Por Egipto:

For El Salvador:
Pour El Salvador:
萨尔瓦多:
За Сальвадор:
Por El Salvador:

FOR EQUATORIAL GUINEA:
POUR LA GUINÉE ÉQUATORIALE:
赤道几内亚:
За Экваториальную Гвинею:
POR GUINEA ECUATORIAL:

FOR ETHIOPIA:
POUR L'ETHIOPIE:
埃塞俄比亚:
За Эфиопию:
POR ETIOPÍA:

FOR FIJI:
POUR FIDJI:
斐济:
За Фиджи:
POR FIJI:

FOR FINLAND:
POUR LA FINLANDE:
芬兰:
За Финляндию:
POR FINLANDIA:

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FOR FRANCE:
POUR LA FRANCE:
法国:
За Францию:
POR FRANCIA:

FOR GABON:
POUR LE GABON:
加蓬:
За Габон:
POR EL GABÓN:

FOR THE GAMBIA:
POUR LA GAMBIE:
冈比亚:
За Гамбию:
POR GAMBIA:

FOR THE GERMAN DEMOCRATIC REPUBLIC:
POUR LA RÉPUBLIQUE DÉMOCRATIQUE ALLEMANDE:
德意志民主共和国:
За Германскую Демократическую Республику:
POR LA REPÚBLICA DEMOCRATICA ALEMANA:

In the name of the Federal Republic of Germany:

Au nom de la République fédérale d'Allemagne:

代表德意志联邦共和国:

От имени Федеративной Республики Германии:

En nombre de la República Federal de Alemania:

For Ghana:

Pour le Ghana:

加纳:

За Гану:

Por Ghana:

For Greece:

Pour la Grèce:

希腊:

За Грецию:

Por Grecia:

For Grenada:

Pour la Grenade:

格林纳达:

За Гранаду:

Por Granada:

FOR GUATEMALA:
POUR LE GUATEMALA:
危地马拉:
За Гватемалу:
POR GUATEMALA:

FOR GUINEA:
POUR LA GUINÉE:
几内亚:
За Гвинею:
POR GUINEA:

FOR GUINEA-BISSAU:
POUR LA GUINÉE-BISSAU:
几内亚(比绍):
За Гвинею-Бисау:
POR GUINEA-BISSAU:

FOR GUYANA:
POUR LA GUYANE:
圭亚那:
За Гвиану:
POR GUYANA:

FOR HAITI:
POUR HAÏTI:
海地:
За Гаити:
POR HAITÍ:

FOR THE HOLY SEE:
POUR LE SAINT-SIÈGE:
教廷:
За Святейший престол:
POR LA SANTA SEDE:

FOR HONDURAS:
POUR LE HONDURAS:
洪都拉斯:
За Гондурас:
POR HONDURAS:

FOR HUNGARY:
POUR LA HONGRIE:
匈牙利:
За Венгрию:
POR HUNGRÍA:

FOR ICELAND:
POUR L'ISLANDE:
冰島:
За Исландию:
POR ISLANDIA:

FOR INDIA:
POUR L'INDE:
印度:
За Индию:
POR LA INDIA:

FOR INDONESIA:
POUR L'INDONÉSIE:
印度尼西亚:
За Индонезию:
POR INDONESIA:

FOR IRAN:
POUR L'IRAN:
伊朗:
За Иран:
POR EL IRÁN:

For Iraq:
Pour l'Irak:
伊拉克:
За Ирак:
Por el Iraq:

For Ireland:
Pour l'Irlande:
爱尔兰:
За Ирландию:
Por Irlanda:

For Israel:
Pour Israël:
以色列:
За Израиль:
Por Israel:

For Italy:
Pour l'Italie:
意大利:
За Италию:
Por Italia:

FOR THE IVORY COAST:
POUR LA CÔTE-D'IVOIRE:
象牙海岸:
За Берег Слоновой Кости:
POR LA COSTA DE MARFIL:

FOR JAMAICA:
POUR LA JAMAÏQUE:
牙买加:
За Ямайку:
POR JAMAICA:

FOR JAPAN:
POUR LE JAPON:
日本:
За Японию:
POR EL JAPÓN:

FOR JORDAN:
POUR LA JORDANIE:
约旦:
За Иорданию:
POR JORDANIA:

FOR KENYA:
POUR LE KENYA:
肯尼亚:
За Кению:
POR KENYA:

FOR KUWAIT:
POUR LE KOWEÏT:
科威特:
За Кувейт:
POR KUWAIT:

FOR THE LAO PEOPLE'S DEMOCRATIC REPUBLIC:
POUR LA REPUBLIQUE DEMOCRATIQUE POPULAIRE LAO :
老挝人民民主共和国:
За Лаосскую Народно - Демократическую Республику:
POR LA REPUBLICA DEMOCRATICA POPULAR LAO:

FOR LEBANON:
POUR LE LIBAN:
黎巴嫩:
За Ливан:
POR EL LÍBANO:

FOR LESOTHO:
POUR LE LESOTHO:
莱索托:
За Лесото:
POR LESOTHO:

FOR LIBERIA:
POUR LE LIBÉRIA:
利比里亚:
За Либерию:
POR LIBERIA:

FOR THE LIBYAN ARAB JAMAHIRIYA:
POUR LA JAMAHIRIYA ARABE LIBYENNE:
阿拉伯利比亚人民社会主义民众国:
За Ливийскую Арабскую Джамахирию:
POR LA JAMAHIRIYA ARABE LIBIA:

FOR LIECHTENSTEIN:
POUR LE LIECHTENSTEIN:
列支敦士登:
За Лихтенштейн:
POR LIECHTENSTEIN:

For Luxembourg:
Pour le Luxembourg:
卢森堡：
За Люксембург:
Por Luxemburgo:

For Madagascar:
Pour Madagascar:
马达加斯加：
За Мадагаскар:
Por Madagascar:

For Malawi:
Pour le Malawi:
马拉维：
За Малави:
Por Malawi:

For Malaysia:
Pour la Malaisie:
马来西亚：
За Малайзию:
Por Malasia:

FOR THE MALDIVES:
POUR LES MALDIVES:
马尔代夫:
За Мальдивы:
POR LAS MALDIVAS:

FOR MALI:
POUR LE MALI:
马里:
За Мали:
POR MALI:

FOR MALTA:
POUR MALTE:
马耳他:
За Мальту:
POR MALTA:

FOR MAURITANIA:
POUR LA MAURITANIE:
毛里塔尼亚:
За Мавританию:
POR MAURITANIA:

FOR MAURITIUS:
POUR MAURICE:
毛里求斯:
За Маврикий:
POR MAURICIO:

FOR MEXICO:
POUR LE MEXIQUE:
墨西哥:
За Мексику:
POR MÉXICO:

FOR MONACO:
POUR MONACO:
摩纳哥:
За Монако:
POR MÓNACO:

FOR MONGOLIA:
POUR LA MONGOLIE:
蒙古:
За Монголию:
POR MONGOLIA:

FOR MOROCCO:
POUR LE MAROC:
摩洛哥:
За Марокко:
POR MARRUECOS:

FOR MOZAMBIQUE:
POUR LE MOZAMBIQUE:
莫桑比克:
За Мозамбик:
POR MOZAMBIQUE:

FOR NEPAL:
POUR LE NÉPAL:
尼泊尔:
За Непал:
POR NEPAL:

FOR THE NETHERLANDS:
POUR LES PAYS-BAS:
荷兰:
За Нидерланды:
POR LOS PAÍSES BAJOS:

FOR NEW ZEALAND:
POUR LA NOUVELLE-ZÉLANDE:
新西兰:
За Новую Зеландию:
POR NUEVA ZELANDIA:

FOR NICARAGUA:
POUR LE NICARAGUA:
尼加拉瓜:
За Никарагуа:
POR NICARAGUA:

FOR THE NIGER:
POUR LE NIGER:
尼日尔:
За Нигер:
POR EL NÍGER:

FOR NIGERIA:
POUR LA NIGÉRIA:
尼日利亚:
За Нигерию:
POR NIGERIA:

For Norway:
Pour la Norvège:
挪威：
За Норвегию:
Por Noruega:

For Oman:
Pour l'Oman:
阿曼：
За Оман:
Por Omán:

For Pakistan:
Pour le Pakistan:
巴基斯坦：
За Пакистан:
Por el Pakistán:

For Panama:
Pour le Panama:
巴拿马：
За Панаму:
Por Panamá:

FOR PAPUA NEW GUINEA:
POUR LA PAPOUASIE-NOUVELLE-GUINÉE:
巴布亚新几内亚:
За Папуа-Новую Гвинею:
POR PAPUA NUEVA GUINEA:

FOR PARAGUAY:
POUR LE PARAGUAY:
巴拉圭:
За Парагвай:
POR EL PARAGUAY:

FOR PERU:
POUR LE PÉROU:
秘鲁:
За Перу:
POR EL PERÚ:

FOR THE PHILIPPINES:
POUR LES PHILIPPINES:
菲律宾:
За Филиппины:
POR FILIPINAS:

FOR POLAND:
POUR LA POLOGNE:
波兰:
За Польшу:
POR POLONIA:

FOR PORTUGAL:
POUR LE PORTUGAL:
葡萄牙:
За Португалию:
POR PORTUGAL:

FOR QATAR:
POUR LE QATAR:
卡塔尔:
За Катар:
POR QATAR:

FOR THE REPUBLIC OF KOREA:
POUR LA RÉPUBLIQUE DE CORÉE:
大韩民国:
За Корейскую Республику:
POR LA REPÚBLICA DE COREA:

FOR ROMANIA:
POUR LA ROUMANIE:
罗马尼亚:
За Румынию:
POR RUMANIA:

FOR RWANDA:
POUR LE RWANDA:
卢旺达:
За Руанду:
POR RWANDA:

FOR SAMOA:
POUR LE SAMOA:
萨摩亚:
За Самоа:
POR SAMOA:

FOR SAN MARINO:
POUR SAINT-MARIN:
圣马力诺:
За Сан-Марино:
POR SAN MARINO:

FOR SAO TOME AND PRINCIPE:

POUR SAO TOMÉ-ET-PRINCIPE:

圣多美和普林西比:

За Сан-Томе и Принсипи:

POR SANTO TOMÉ Y PRÍNCIPE:

FOR SAUDI ARABIA:

POUR L'ARABIE SAOUDITE:

沙特阿拉伯:

За Саудовскую Аравию:

POR ARABIA SAUDITA:

FOR SENEGAL:

POUR LE SÉNÉGAL:

塞内加尔:

За Сенегал:

POR EL SENEGAL:

FOR SEYCHELLES:

POUR LES SEYCHELLES:

塞舌尔:

За Сейшельские острова:

POR SEYCHELLES:

FOR SIERRA LEONE:
POUR LE SIERRA LEONE:
塞拉勒窝内:
За Сьерра-Леоне:
POR SIERRA LEONA:

FOR SINGAPORE:
POUR SINGAPOUR:
新加坡:
За Сингапур:
POR SINGAPUR:

FOR SOLOMON ISLANDS:
POUR LES ILES SALOMON:
所罗门群岛:
За Соломоновы острова:
POR LAS ISLAS SALOMÓN:

FOR SOMALIA:
POUR LA SOMALIE:
索马里:
За Сомали:
POR SOMALIA:

FOR SOUTH AFRICA:
POUR L'AFRIQUE DU SUD:
南非:
За Южную Африку:
POR SUDÁFRICA:

FOR SPAIN:
POUR L'ESPAGNE:
西班牙:
За Испанию:
POR ESPAÑA:

FOR SRI LANKA:
POUR SRI LANKA:
斯里兰卡:
За Шри Ланка:
POR SRI LANKA:

FOR THE SUDAN:
POUR LE SOUDAN:
苏丹:
За Судан:
POR EL SUDÁN:

FOR SURINAM:
POUR LE SURINAM:
苏里南:
ЗА СУРИНАМ:
POR SURINAM:

FOR SWAZILAND:
POUR LE SOUAZILAND:
斯威士兰:
За Свазиленд:
POR SWAZILANDIA:

FOR SWEDEN:
POUR LA SUÈDE:
瑞典:
За Швецию:
POR SUECIA:

FOR SWITZERLAND:
POUR LA SUISSE:
瑞士:
За Швейцарию:
POR SUIZA:

FOR THE SYRIAN ARAB REPUBLIC:
POUR LA RÉPUBLIQUE ARABE SYRIENNE:
阿拉伯叙利亚共和国:
За Сирийскую Арабскую Республику:
POR LA REPÚBLICA ARABE SIRIA:

FOR THAILAND:
POUR LA THAÏLANDE:
泰国:
За Таиланд:
POR TAILANDIA:

FOR TOGO:
POUR LE TOGO:
多哥:
За Того:
POR EL TOGO:

FOR TONGA:
POUR LES TONGA:
汤加:
За Тонга:
POR TONGA:

FOR TRINIDAD AND TOBAGO:
POUR LA TRINITÉ-ET-TOBAGO:
特立尼达和多巴哥:
За Тринидад и Тобаго:
POR TRINIDAD Y TABAGO:

FOR TUNISIA:
POUR LA TUNISIE:
突尼斯:
За Тунис:
POR TÚNEZ:

FOR TURKEY:
POUR LA TURQUIE:
土耳其:
За Турцию:
POR TURQUÍA:

FOR UGANDA:
POUR L'OUGANDA:
乌干达:
За Уганду:
POR UGANDA:

For the Ukrainian Soviet Socialist Republic:
Pour la République socialiste soviétique d'Ukraine:
乌克兰苏维埃社会主义共和国:
За Украинскую Советскую Социалистическую Республику:
Por la República Socialista Soviética de Ucrania:

For the Union of Soviet Socialist Republics:
Pour l'Union des Républiques socialistes soviétiques:
苏维埃社会主义共和国联盟:
За Союз Советских Социалистических Республик:
Por la Unión de Repúblicas Socialistas Soviéticas:

For the United Arab Emirates:
Pour les Émirats arabes unis:
阿拉伯联合酋长国:
За Объединенные Арабские Эмираты
Por los Emiratos Arabes Unidos:

For the United Kingdom of Great Britain and Northern Ireland:
Pour le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord:
大不列颠及北爱尔兰联合王国:
За Соединенное Королевство Великобритании и Северной Ирландии:
Por el Reino Unido de Gran Bretaña e Irlanda del Norte:

FOR THE UNITED REPUBLIC OF CAMEROON:
POUR LA RÉPUBLIQUE-UNIE DU CAMEROUN:
喀麦隆联合共和国:
За Объединенную Республику Камерун:
POR LA REPÚBLICA UNIDA DEL CAMERÚN:

FOR THE UNITED REPUBLIC OF TANZANIA:
POUR LA RÉPUBLIQUE-UNIE DE TANZANIE:
坦桑尼亚联合共和国:
За Объединенную Республику Танзания:
POR LA REPÚBLICA UNIDA DE TANZANÍA:

FOR THE UNITED STATES OF AMERICA:
POUR LES ETATS-UNIS D'AMÉRIQUE:
美利坚合众国:
За Соединенные Штаты Америки:
POR LOS ESTADOS UNIDOS DE AMÉRICA:

FOR THE UPPER VOLTA:
POUR LA HAUTE-VOLTA:
上沃尔特:
За Верхнюю Вольту:
POR EL ALTO VOLTA:

FOR URUGUAY:
POUR L'URUGUAY:
乌拉圭:
За Уругвай:
POR EL URUGUAY:

FOR VENEZUELA:
POUR LE VENEZUELA:
委内瑞拉:
За Венесуэлу:
POR VENEZUELA:

FOR VIET NAM:
POUR LE VIET NAM:
越南:
За Вьетнам:
POR VIET NAM:

FOR YEMEN:
POUR LE YÉMEN:
也门:
За Йемен:
POR EL YEMEN:

FOR YUGOSLAVIA:
POUR LA YOUGOSLAVIE:
南斯拉夫:
За Югославию:
POR YUGOSLAVIA:

FOR ZAIRE:
POUR LE ZAÏRE:
扎伊尔:
За Заир:
POR EL ZAIRE:

FOR ZAMBIA:
POUR LA ZAMBIE:
赞比亚:
За Замбию:
POR ZAMBIA:

EUROPEAN ECONOMIC COMMUNITY:
COMMUNAUTÉ ECONOMIQUE EUROPÉENNE:
欧洲经济共同体:
Европейское Экономическое Сообщество:
COMUNIDAD ECONÓMICA EUROPEA:

I hereby certify that the foregoing text is a true copy of the International Natural Rubber Agreement, 1979, concluded at Geneva on 6 October 1979, the original of which is deposited with the Secretary-General of the United Nations.

Je certifie que le texte qui précède est une copie conforme de l'Accord international de 1979 sur le caoutchouc naturel, conclu à Genève le 6 octobre 1979, dont l'original se trouve déposé auprès du Secrétaire général de l'Organisation des Nations Unies.

For the Secretary-General:
The Legal Counsel

Pour le Secrétaire général :
Le Conseiller juridique

United Nations, New York,
2 January 1980

Organisation des Nations Unies, New York,
2 janvier 1980

GERMAN DEMOCRATIC REPUBLIC

Taxation: Exemption of Real Property

Agreement effected by exchange of notes
Dated at Washington April 16 and May 4, 1979;
Entered into force May 4, 1979.

The Department of State to the German Embassy

The Department of State refers to the Notes of the Embassy of the German Democratic Republic, dated October 4, 1978, and January 23, 1979 [1] proposing a bilateral agreement for reciprocal tax exemption for property of the Embassy of German Democratic Republic to the United States used for diplomatic purposes and similar property of the Embassy of United States to the German Democratic Republic, and to subsequent discussions between representatives of the two governments.

On the basis of these discussions and in accordance with prevailing customary international law and practice, the United States Government is prepared to extend to the Government of the German Democratic Republic, on the basis of strict reciprocity, exemption from real estate taxes for property owned, now or in the future, by the Embassy of the German Democratic Republic to the United States, when such property is used exclusively for purposes of its diplomatic mission, including residences for the staff of its diplomatic mission and members of their families forming part of their households.

If the foregoing is acceptable to the Government of the German Democratic Republic, it is proposed that the Embassy's reply to that effect, together with this note, shall constitute an Agreement on the subject, to be effective on the date of the Embassy's reply.

Department of State,
Washington,
[16 April 1979]

[1] Not printed.

The German Embassy to the Department of State

Note Nr. 63/1979

Die Botschaft der Deutschen Demokratischen Republik in den Vereinigten Staaten von Amerika bezeugt dem Department of State ihre Hochachtung und hat die Ehre, den Empfang der Note vom 16. April 1979 mit folgendem Inhalt zu bestätigen:

"The Department of State refers to the Notes of the Embassy of the German Democratic Republic, dated October 4, 1978, and January 23, 1979 proposing a bilateral agreement for reciprocal tax exemption for property of the Embassy of German Democratic Republic to the United States used for diplomatic purposes and similar property of the Embassy of United States to the German Democratic Republic, and to subsequent discussions between representatives of the two governments.

On the basis of these discussions and in accordance with prevailing customary international law and practice, the United States Government is prepared to extend to the Government of the German Democratic Republic, on the basis of strict

Department of State
der Vereinigten Staaten
von Amerika
Washington, D.C.

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reciprocity, exemption from real estate taxes for property owned, now or in the future, by the Embassy of the German Democratic Republic to the United States, when such property is used exclusively for purposes of its diplomatic mission, including residences for the staff of its diplomatic mission and members of their families forming part of their households.

If the foregoing is acceptable to the Government of the German Democratic Republic, it is proposed that the Embassy's reply to that effect, together with this note, shall constitute an Agreement on the subject, to be effective on the date of the Embassy's reply."

Seitens der Deutschen Demokratischen Republik wird dem Vorschlag zugestimmt, daß die oben erwähnte Note des Department of State zusammen mit dieser Note eine Vereinbarung darstellt, die am heutigen Tage in Kraft tritt.

Die Botschaft der Deutschen Demokratischen Republik in den Vereinigten Staaten von Amerika benutzt auch diese Gelegenheit, das Department of State ihrer ausgezeichneten Hochachtung zu versichern.

Washington, den 4. Mai 1979

TRANSLATION

Note. No. 63/1979

The Embassy of the German Democratic Republic in the United States of America presents its compliments to the Department of State and has the honor to confirm receipt of the note of April 16, 1979 of the following content:

[For the English language text, see p. 954.]

The German Democratic Republic agrees to the proposal that the above-mentioned note of the Department of State and this note represent an agreement which becomes effective on today's date.

The Embassy of the German Democratic Republic in the United States of America also avails itself of this occasion to renew to the Department of State the assurances of its very high consideration.

Washington, May 4, 1979

[Initialed]

[SEAL]

FEDERAL REPUBLIC OF GERMANY

Agriculture: Science and Technology

Agreement signed at Bonn June 1, 1981;
Entered into force June 1, 1981.

Agreement

between
the Department of Agriculture of the United States of America

and

the Federal Ministry of Food, Agriculture and Forestry
of the Federal Republic of Germany

on

Cooperation in the Field of Agricultural Science and Technology

- -

The Department of Agriculture of the United States of America and the Federal Ministry of Food, Agriculture and Forestry of the Federal Republic of Germany (hereinafter referred to as "the Parties") hereby reaffirm their mutual interest in agricultural science and technology and their desire to deepen and extend their cooperation in these areas through the conduct of joint activities of benefit to both sides, and agree as follows:

Article I

The Parties shall coordinate and promote cooperation in the field of agricultural science and technology between their research institutions and shall endeavor to include other agricultural research institutions in this cooperation as long as it is appropriate and feasible.

The Parties shall provide for possible involvement of other interested government agencies, the scientific, academic, and business communities of both countries, as well as interested third countries.

Article II

Cooperation in the field of agricultural science and technology will include:

(A) Exchange of materials and information;

(B) Exchange of scientists, specialists, and trainees;

(C) Organization of symposia and conferences;

(D) Development of joint scientific research;

(E) Joint publication of research studies and papers.

Article III

In order to implement this Agreement, a Joint Working Group for Agricultural Science and Technology will be established. Members of this group from the German side will include representatives of the Federal Ministry of Food, Agriculture and Forestry and its research institutions, from the American side the representatives of the U.S. Department of Agriculture and of universities. The Parties may invite additional participants to the Joint Working Group meetings.

The Agricultural Counselor or Attaché of both countries will also be participating members at the Joint Working Group meetings.

The Joint Working Group shall meet once a year alternately in the United States of America and the Federal Republic of Germany unless otherwise agreed by the Parties. The Joint Working Group will be co-chaired by a designated official on each side. Themes of cooperation and details of their implementation will be facilitated by an exchange of proposals prior to the Joint Working Group meetings. All joint activities will be implemented by mutual agreement and in conformity with the laws and agricultural policies of both countries.

Article IV

Except as provided in Article V of this Agreement, each Party will bear the cost of its participation in joint activities unless other arrangements are mutually agreed upon. All activities to be conducted under this Agreement are subject to the availability of funds.

Article V

For the necessary costs related to Article II(B), the sending side will bear all transportation expenses; the receiving side will bear expenses of accommodations and food, unless the Parties agree on other arrangements.

The necessary costs related to Article II(C) shall be borne by the Party organizing the activity. Accommodations and food costs will be borne by the receiving side. Travel costs shall be paid by the sending side.

The transportation costs related to Article II(A) will be borne by the sending side. Any additional importation costs will be borne by the receiving side.

In order to facilitate the exchange of scientists, specialists, and trainees, the sending side will provide within a reasonable period of time prior to the commencement of the visit, a résumé for each individual including educational background, present position, field of research interests, and language skills.

Article VII

Under this Agreement the designated coordinating agencies shall be, on the United States side, the Office of International Cooperation and Development of the U.S. Department of Agriculture; on the German side, the Research Planning and Coordination Section and the Research Administration Section of the Federal Ministry of Food, Agriculture and Forestry.

Article VIII

Findings and results of research carried out under this Agreement shall be made available to the world scientific community, unless otherwise agreed in appropriate supplements. Treatment of intellectual property, licenses, and patents will be mutually agreed upon by the Parties according to the existing laws and practices of both countries.

Article IX

This Agreement shall also apply to Land Berlin, provided that the Government of the Federal Republic of Germany does not make a contrary declaration to the Government of the United States of America within three months of the date of entry into force of this Agreement.

Article X

This Agreement shall enter into force upon signature and shall remain in force for five years. It will be automatically extended for successive five-year periods unless terminated by either Party upon written notice of six months. In the event of termination of this Agreement, arrangements shall be made for completion of ongoing activities.

Article XI

Nothing in this Agreement shall be interpreted to prejudice or modify existing understandings and agreements between the Parties.

Done at Bonn this 1st day of June 1981 in duplicate in the English and German languages, both texts being equally authentic.

The Secretary of Agriculture
of the United States of America
John R Block [1]

The Federal Minister of Food,
Agriculture and Forestry of the
Federal Republic of Germany
[2]

[1] John R. Block.
[2] J. Ertl.

Abkommen

zwischen

dem Bundesminister für Ernährung, Landwirtschaft und Forsten der Bundesrepublik Deutschland

und

dem Landwirtschaftsministerium der Vereinigten Staaten von Amerika

über

Zusammenarbeit im Bereich der Agrarwissenschaft und -technologie

---

Der Bundesminister für Ernährung, Landwirtschaft und Forsten der Bundesrepublik Deutschland und das Landwirtschaftsministerium der Vereinigten Staaten von Amerika (im folgenden "Vertragsparteien" genannt) -

bekräftigen hiermit ihr beiderseitiges Interesse an der Agrarwissenschaft und -technologie und ihren beiderseitigen Wunsch, ihre Zusammenarbeit in diesem Bereich durch gemeinsame Vorhaben zum beiderseitigen Nutzen zu vertiefen und zu erweitern, und kommen wie folgt überein:

Artikel I

Die Vertragsparteien werden die Zusammenarbeit zwischen ihren Forschungseinrichtungen im Bereich der Agrarwissenschaft und -technologie abstimmen und fördern und werden sich darum bemühen, auch andere Agrarforschungseinrichtungen in diese Zusammenarbeit mit einzubeziehen, soweit dies zweckmäßig und durchführbar ist.

Die Vertragsparteien werden Vorkehrungen für die mögliche Einbeziehung anderer interessierter Regierungsstellen, der wissenschaftlichen, akademischen und Wirtschaftskreise beider Länder sowie interessierter Drittländer treffen.

Artikel II

Die Zusammenarbeit im Bereich der Agrarforschung umfaßt:

a) den Austausch von Material und Informationen,

b) den Austausch von Wissenschaftlern, Sachverständigen und Praktikanten,

c) die Veranstaltung von Symposien und Konferenzen,

d) die Entwicklung gemeinsamer wissenschaftlicher Vorhaben,

e) die gemeinsame Veröffentlichung wissenschaftlicher Studien und Abhandlungen.

Artikel III

Zur Durchführung dieses Abkommens wird eine Gemeinsame Arbeitsgruppe für Agrarwissenschaft und -technologie gebildet. Dieser Gruppe gehören auf deutscher Seite Vertreter des Bundesministeriums für Ernährung, Landwirtschaft und Forsten sowie seines Forschungsbereichs und auf amerikanischer Seite Vertreter des U.S. Landwirtschaftsministeriums und der Universitäten an. Die Vertragsparteien können weitere Teilnehmer zu den Sitzungen der Gemeinsamen Arbeitsgruppe einladen.

Der Landwirtschaftsattaché oder Botschaftsrat für Landwirtschaft jedes der beiden Länder nehmen ebenfalls an den Sitzungen der Gemeinsamen Arbeitsgruppe als Mitglieder teil.

Die Gemeinsame Arbeitsgruppe tagt einmal im Jahr, und zwar abwechselnd in den Vereinigten Staaten von Amerika und in der Bundesrepublik Deutschland, falls die Vertragsparteien keine anderen Vereinbarungen treffen. Den Vorsitz in der Gemeinsamen Arbeitsgruppe führen gemeinsam jeweils ein von jeder Vertragspartei benannter Beamter. Themen der Zusammenarbeit und Einzelheiten ihrer Durchführung werden durch den Austausch von Vorschlägen vor den Sitzungen der Gemeinsamen Arbeitsgruppe vorbereitet. Alle gemeinsamen Vorhaben werden

im Einvernehmen und in Übereinstimmung mit den gesetzlichen Bestimmungen und agrarpolitischen Zielsetzungen beider Länder durchgeführt.

Artikel IV

Mit Ausnahme der in Artikel V dieses Abkommens genannten Ausgaben werden die Kosten der Beteiligung an gemeinsamen Vorhaben von jeder Vertragspartei selbst getragen, falls keine anderweitigen Vereinbarungen zwischen den Vertragsparteien getroffen werden. Die Durchführung der vom Abkommen erfaßten Vorhaben steht unter dem Vorbehalt der Verfügbarkeit finanzieller Mittel.

Artikel V

Was die erforderlichen Kosten nach Artikel II Buchstabe b betrifft, so übernimmt die entsendende Seite sämtliche Fahrtkosten; die aufnehmende Seite trägt die Kosten für Unterbringung und Verpflegung, es sei denn, daß die Vertragsparteien andere Vereinbarungen treffen.

Die erforderlichen Kosten nach Artikel II Buchstabe c werden von der die Veranstaltung ausrichtenden Vertragspartei getragen. Unterkunft und Verpflegung gehen zu Lasten der aufnehmenden Seite. Die Reisekosten übernimmt die entsendende Seite.

Die Transportkosten nach Artikel II Buchstabe a trägt die absendende Seite. Zusätzliche Einfuhrkosten trägt die Empfängerseite.

Artikel VI

Zur Erleichterung des Austausches von Wissenschaftlern, Sachverständigen und Praktikanten übermittelt die entsendende Seite innerhalb einer angemessenen Frist vor Beginn des Besuches eine Übersicht über jeden Teilnehmer, die u.a. Angaben über deren Ausbildung, die derzeitige Position, das Interessengebiet im Bereich der Forschung und vorhandene Sprachkenntnisse enthält.

Artikel VII

Beauftragte Koordinierungsstellen im Sinne dieses Abkommens sind auf amerikanischer Seite das "Office of International Co-Operation and Development" des U.S. Landwirtschaftsministeriums, auf deutscher Seite die Referate "Forschungsplanung und -koordination" und "Forschungsverwaltung" des Bundesministers für Ernährung, Landwirtschaft und Forsten.

Artikel VIII

Erkenntnisse und Ergebnisse der im Rahmen dieses Abkommens durchgeführten Forschungsarbeiten werden der Wissenschaft international zugänglich gemacht, es sei denn, daß in entsprechenden Zusätzen etwas anderes vereinbart wird. Die Behandlung von geistigem Eigentum, Lizenzen und Patenten wird von den Vertragsparteien entsprechend den geltenden gesetzlichen Bestimmungen und Verfahren beider Länder einvernehmlich vereinbart.

Artikel IX

Dieses Abkommen gilt auch für das Land Berlin, sofern nicht die Regierung der Bundesrepublik Deutschland gegenüber der Regierung der Vereinigten Staaten von Amerika innerhalb von drei Monaten nach Inkrafttreten des Abkommens eine gegenteilige Erklärung abgibt.

Artikel X

Dieses Abkommen tritt am Tage seiner Unterzeichnung in Kraft, gilt für die Dauer von fünf Jahren und verlängert sich danach stillschweigend jeweils um fünf Jahre, sofern es nicht von einer der beiden Vertragsparteien mit einer Frist von sechs Monaten schriftlich gekündigt wird. Für den Fall einer Beendigung dieses Abkommens werden Vereinbarungen für den Abschluß der laufenden Aktivitäten getroffen.

Artikel XI

Dieses Abkommen ist nicht so auszulegen, als beeinträchtige oder ändere es bestehende Vereinbarungen oder Abkommen zwischen den Vertragsparteien.

Geschehen zu Bonn am 01. Juni 1981

in zwei Urschriften, jede in deutscher und englischer Sprache, wobei jeder Wortlaut gleichermaßen verbindlich ist.

Der Bundesminister
für Ernährung, Landwirtschaft
und Forsten der
Bundesrepublik Deutschland

(Josef Ertl,
Minister,
Federal Ministry of Food,
Agriculture and Forestry
Federal Republic of Germany)

Der Landwirtschafts-
minister
der Vereinigten Staaten
von Amerika

John R Block

(John R. Block,
Secretary,
U.S. Dept. of Agriculture)

PAKISTAN

Agricultural Commodities

Agreement signed at Islamabad April 15, 1982;
Entered into force April 15, 1982.

AGREEMENT

BETWEEN

THE GOVERNMENT OF THE UNITED STATES OF AMERICA

AND

THE GOVERNMENT OF PAKISTAN

FOR

SALES OF AGRICULTURAL COMMODITIES

Dated: April 15, 1982

AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF PAKISTAN
FOR THE SALES OF AGRICULTURAL COMMODITIES UNDER
THE PUBLIC LAW 480 TITLE I[1] PROGRAM

The Government of the United States of America and the Government of Pakistan agree to the sale of agricultural commodities specified below. This Agreement shall consist of the Preamble and Parts I and III of the Agreement signed March 25, 1980,[2] together with the following Part II:

PART II - PARTICULAR PROVISIONS

Item 1. Commodity Table

Commodity	Supply Period (US Fiscal Year)	Approximate Quantity (MT)	Maximum Export Market Value ($ Million)
Vegetable Oil	1982	110,000	50.0
Total			50.0

Item II. Payment Terms Convertible Local Currency Credit (CLCC)

A. Initial Payment - Five (5) percent;

B. Currency Use Payment - None for Section 104(A) purposes;

C. Number of Installment Payments - Thirty-one (31);

D. Amount of Each Installment Payment - Approximately equal annual amounts;

E. Due Date of First Installment Payment - Ten (10) years after date of last delivery of commodities in each calendar year;

F. Initial Interest Rate - Two (2) percent;

G. Continuing Interest Rate - Three (3) percent;

[1] 68 Stat. 455; 7 U.S.C. §1701 *et seq.*
[2] TIAS 9782; 32 UST.

Item III. Usual Marketing Table

Commodity	Import Period (US Fiscal Year)	Usual Marketing Requirements (MT)
Edible vegetable oil and/or oil bearing seeds (oil equivalent basis)	1982	307,000 MT (of which at least 81,400 shall be imported from the U.S.A.)

Item IV. Export Limitations

A. The Export Limitation Period:

The export limitation period shall be United States Fiscal Year 1982, or any subsequent United States Fiscal Year during which commodities financed under this Agreement are being imported or utilized.

B. Commodities to Which Limitations Apply:

For the purposes of Part I, Article III (A) (4) of this Agreement, the commodities which may not be exported are: soybean/cottonseed oil, sunflower oil, sesame oil, and any other edible vegetable oil or oil bearing seeds from which these oils are produced.

Item V. Self-Help Measures

A. The Government of Pakistan agrees to undertake self-help measures to improve the production, storage, and distribution of agricultural commodities. The following self-help measures shall be implemented to contribute directly to development progress in poor rural areas and enable the poor to participate actively in increasing agricultural production through small farm agriculture.

B. The Government of Pakistan agrees to undertake the following:

1. To review and to establish for long term production considerations a set of farm gate prices for non-traditional oilseed crops at a level sufficient to provide an incentive to farmers to increase production and to overcome reluctance to plant new crops.

2. To use proceeds from this Agreement to finance the Ghee Corporation's programs for expanding the purchase and processing of non-traditional oilseed crops in order to meet demand over the long term.

3. To review and, if necessary, revise the controlled price of hydrogenated vegetable oil (vegetable ghee) to take into account the full cost of agricultural production and processing with a view to stimulating production of oilseeds and curbing consumer demand for hydrogenated vegetable oil (vegetable ghee). Such prices will be commensurate with full cost of production also taking into consideration the cost of imported edible oil CIF Karachi.

4. To provide additional resources to finance a comprehensive oilseed research program that includes provincial research establishments. Particular emphasis will be given to varietal trials, adaptation of appropriate equipment, fertilizer trials, water management, cropping systems and the economic analysis of same.

5. To review laws, regulations, policies or controls which constrain private entrepreneurs from investing in the production, processing and marketing of oilseeds.

6. To provide support to an oilseed study which, *inter alia*, assesses the comparative advantage in Pakistan of expanding oilseed production in the light of ready availability on the world market for edible oils as well as other considerations.

7. To maintain the present favorable agricultural policy environment for wheat production, to maintain and bolster the present input-output price relationships for wheat which have led to increased production.

8. To permit an equitable availability of wheat for private marketing channels, the Government of Pakistan will continue to limit the sale of wheat through ration shops and will continue its efforts to eliminate bogus ration cards.

9. To increase domestic storage capacity for wheat and to facilitate procurement operations at harvest time, additional wheat storage facilities will be built in Pakistan.

C. Use of Proceeds:

1. The rupee proceeds from the sale of commodities provided under this Agreement will be credited to the Federal Consolidated Fund of the Government of Pakistan. The Government of Pakistan agrees to credit these proceeds to a special subsidiary account to be named "FY 1982 PL-480."

2. The Government of Pakistan agrees to consult the U.S. Government prior to the allocation of funds to various projects from this special account. Releases from the special account to the projects will be made by the Government of Pakistan based on mutually agreed upon allocations.

3. Such sales proceeds may be used for the self-help measures set forth above and for such other development purposes in the agriculture, rural development, water resources, population, education, and health sectors as may be mutually agreed upon. The Government of Pakistan and the U.S. Government may also agree to the use of sales proceeds for development projects that promote alternatives to opium production.

D. Reports and Reviews:

1. By September 30, 1982, the Government of Pakistan agrees to provide a written report which will include but not be limited to:

   (a) Progress on implementing the self-help measures set out in Item V (B) above;

   (b) A comparison of achievements and benchmarks to determine the progress achieved in meeting the self-help measures set out in Item V (B) above; and

   (c) A review of the levels of funding being released to carry out the self-help measures.

2. As long as balances remain in the special account established pursuant to Item V (C) above, the Government of Pakistan shall provide semi-annual reports on how the proceeds have been used to directly benefit the needy in accordance with item V and VI of Part II of this Agreement. The report will be submitted by September 30, 1982 and subsequent reports will be provided at six months intervals.

3. The Government of Pakistan agrees to convene meetings not less than every six months for the purpose of consulting on the agreed purposes for which the sales proceeds generated under this Agreement will be used, to review actual disbursement and physical progress against agreed benchmarks, to review those self-help provisions which require policy change and to discuss such other matters as may be agreed. The first meeting will be held

within three months of the final delivery of commodities under this Agreement.

VI. Economic Development Purposes for which Proceeds Accruing to Importing Country are to be Used.

A. The proceeds accruing to the importing country from the sale of commodities financed under this Agreement will be used for financing the self-help measures set forth in the Agreement, and for development in the agriculture, rural development, water resources, population, education, and health sector, in a manner designed to increase the access of the poor in the recipient country to an adequate, nutritious and stable food supply.

B. In the use of proceeds for these purposes emphasis will be placed on directly improving the lives of the poorest of the Pakistani people and their capacity to participate in the development of their country.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present Agreement. Done at Islamabad, in duplicate, the fifteenth day of April, 1982.

FOR THE GOVERNMENT OF PAKISTAN

By: _____

[SEAL] Name: Ejaz A. Naik

Title: Secretary, Economic Affairs Division

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

By: _____

[SEAL] Name: Ronald I. Spiers

Title: Ambassador of the United States of America

INDIA

Remote Sensing: Acquisition of Satellite Data

Agreement extending the memorandum of understanding of January 3, 1978.
Effected by exchange of letters
Signed at Washington and Andhra Pradesh April 6 and 19, 1982;
Entered into force April 19, 1982;
Effective January 3, 1982.

The Director of International Affairs, National Aeronautics and Space Administration, to the Director of the National Remote Sensing Agency of India

NASA

National Aeronautics and
Space Administration

Washington, D.C.
20546

APR 6 1982

Reply to Attn of LID-18

Professor B. L. Deekshatulu
Director
National Remote Sensing Agency (NRSA)
Plot No. 4, Sardar Patel Road
P.O. Box 1519
Secunderabad 500 003
Andhra Pradesh
INDIA

Dear Professor Deekshatulu:

I am writing to propose an extension of NASA's Memorandum of Understanding with the National Remote Sensing Agency (NRSA) of India for reception of experimental Landsat data at the Hyderabad Ground Station. The Memorandum of Understanding entered into force for a period of four years commencing January 3, 1978.[1] It is subject to extension by mutual agreement of NRSA and NASA.

As you already know, the U.S. has begun planning for an operational land remote sensing satellite system to follow the current NASA experimental Landsat program. Current plans call for the phased transfer from NASA to the National Oceanic and Atmospheric Administration (NOAA) of the Landsat-D and D' system with NOAA interim management until establishment of a private sector system authorized by the U.S. Government. Landsat ground station operators will be kept informed by the U.S. Government of plans for transfer of the Landsat-D system from NASA, for direct reception of sensor data during the period of NOAA interim management, for data pricing structure and for establishment of the private sector system. It is understood that NOAA plans to conclude agreements for direct reception by foreign ground stations prior to the transfer of the Landsat-D system from NASA.

Taking into account such planning, NASA would therefore propose an extension of the above NRSA/NASA MOU dated January 3, 1978 for Landsat reception to remain in effect until the turnover of Landsat operations from NASA or until September 30, 1983, whichever comes first. The MOU may be further extended by mutual agreement of NRSA and NASA should NASA's experimental Landsat program extend beyond the September 30, 1983 date.

[1] TIAS 9074; 29 UST 4688.

If this proposal is acceptable to NRSA, we propose that this letter, together with your affirmative response, constitute the basis for an extension of the NRSA/NASA MOU for Landsat data reception.

Sincerely,

Kenneth S. Pedersen
Director of International Affairs

I certify that this is a true copy of the original letter.

Col. George Ojalehto
OES/SAT
Department of State

The Director of the National Remote Sensing Agency of India to the Director of International Affairs, National Aeronautics and Space Administration

टेलीग्राम : रिमोसन
TELEGRAM : REMOSEN
टेलेक्स :
TELEX :/०१६-६२५/
155-522

टेलीफोन :
TELEPHONE: 73839

PROF.B.L.DEEKSHATULU
DIRECTOR INCHARGE

नेशनल रिमोट सैन्सिंग ऐजन्सी
NATIONAL REMOTE SENSING AGENCY
न 4, सरदार पटेल रोड, डाक बाक्स नं 1519
NO 4, SARDAR PATEL ROAD, POST BOX NO. 1519
सिकन्द्राबाद-500003, आन्ध्र प्रदेश, भारत.
SECUNDERABAD-500 003- ANDHRA PRADESH (INDIA)

No.NRSA/ESD/174/82 /5295 19th April 1982

Dear Dr.Pedersen,

Kindly refer to your letter No.LID-18, dated 6th April 1982 on the question of renewal of Memorandum of Understanding (MOU) between the two countries for reception of data from the Landsat series of experimental satellites. The contents of your letter are acceptable to us. It is also the understanding of my Government that the availability of data under the provision of the aforesaid Memorandum of Understanding shall not prejudice any rights and obligations of the parties under international law, which will be established in future with respect to remote sensing activities.

As suggested, we propose that your letter and this reply to your letter constitute the agreement for extension of the NRSA-NASA Memorandum of Understanding for Landsat data reception until September 30, 1983 or until the turn-over of Landsat operations from NASA to NOAA, whichever is earlier. The MOU may be further extended by mutual agreement of NRSA and NASA should NASA's experimental Landsat program extend beyond the September 30, 1983 date.

Yours sincerely,

(BL DEEKSHATULU)

Dr.Kenneth S.Pedersen
Director of International Affairs
National Aeronautics and Space
Administration
WASHINGTON D.C. 20546
U.S.A

SOUTH PACIFIC COMMISSION

Reimbursement of Income Taxes

Agreement effected by exchange of notes
Dated at Suva and Noumea December 21, 1981 and April 28, 1982;
Entered into force April 28, 1982;
Effective January 1, 1982.

The American Embassy to the South Pacific Commission

The Embassy of the United States of America presents its compliments to the South Pacific Commission (SPC) and has the honor to propose that the Government of the United States and the South Pacific Commission (SPC) conclude a Tax Reimbursement Agreement in accordance with which the SPC will reimburse its staff members who are United States citizens, or who are otherwise liable to pay United States Federal income tax, for those United States Federal income taxes that these staff members have paid on SPC income as specified below. An advance payment made by the SPC relating to the estimated tax liability of a staff member during a current year will be treated as reimbursement, provided that such payment is effected by an instrument jointly payable to the internal revenue service and the staff member.

An income tax reimbursement charge will be payable by the Government of the United States, subject to the availability of funds, to compensate the SPC for the expenditure it has made. This charge will cover reimbursements made by the SPC for United States Federal income tax on the following categories of SPC income:

Basic salary

Post allowance that is based on the cost of living

Travel on appointment or on separation

Installation allowance

Removal, shipment or storage of household effects

Education allowance and education travel grant

Home leave travel

Travel on annual leave from designated duty station

Family visit travel

Representation

Language allowance

Dependency grant

Payments made specifically to compensate a staff member for the United States Federal income tax for which the staff member is liable or has paid.

The charge payable by the Government of the United States will not include reimbursement for interest or fines paid on income tax, taxes on pensions or lump sum payments related to pensions, or taxes paid to any state or local government within the United States.

The Government of the United States will reimburse for each taxpayer an amount not to exceed the Federal income tax that would be due if the specified categories of SPC income were the taxpayer's only income, taking into account any special tax benefits available to United States taxpayers employed abroad, as well as the deductions and personal exemptions generally allowed.

This Agreement does not cover SPC staff members who are paid from voluntary funds, nor tax on income from any source other than the SPC.

The SPC will maintain separate accounting of the tax reimbursements covered by this Agreement. To help insure the accountability of the program, the SPC, after securing the written permission of the American and other staff members liable to pay United States Federal income tax, will provide the Department of State with a list of participating staff members and their United States social security numbers for forwarding to the United States internal revenue service for income tax filing record checks.

The Government of the United States will reimburse the SPC on the basis of a certification that reimbursements have been made by the SPC to United States citizens or others liable to pay United States Federal income tax. The certifications will set forth the names and United States social security numbers of the staff members reimbursed, the total of SPC income against which the United States Federal income tax has been paid, the amount paid to each staff member in each of the categories of income specified above, the amount of tax reimbursed to each staff member by the year in which reimbursement was made, and the amount of tax reimbursed to each staff member by the year for which reimbursement was made.

This Agreement will enter into force January 1, 1982. It shall apply with respect to reimbursements made by the SPC on taxes paid on SPC income earned in 1982 or thereafter.

This Agreement may be terminated by either party, effective one year from the date on which written notice of termination is given.

This Agreement supersedes the Agreement on Reimbursement of Income Taxes between the Government of the United States and the SPC signed at Suva and Noumea March 31 and April 15, 1980.[1]

The Embassy of the United States proposes that the present Note and your reply thereto will constitute an agreement between the Government of the United States and the SPC for the purpose of regulating the reimbursement of income tax.

The Embassy of the United States avails itself of this opportunity to renew to the South Pacific Commission the assurances of its highest consideration.

Embassy of the United States of America,
Suva, December 21, 1981.

[1] TIAS 9752; 32 UST. 1025.

The Secretary-General of the South Pacific Commission to the American Embassy

CABLE ADDRESS :
" SOUTHPACOM " NOUMEA
TELEPHONE : 26.20.00
TELEX : SOPACOM 139 NM

SOUTH PACIFIC COMMISSION
POST BOX D5
NOUMEA CEDEX
NEW CALEDONIA

ADRESSE TELEGRAPHIQUE :
" SOUTHPACOM " NOUMEA
TELEPHONE : 26.20.00
TELEX : SOPACOM 139 NM

COMMISSION DU PACIFIQUE SUD
BOITE POSTALE D5
NOUMEA CEDEX
NOUVELLE-CALEDONIE

In reply, please quote SPC 1/2/3/2

PLEASE ADDRESS REPLY TO
THE SECRETARY-GENERAL

The Secretary-General of the South Pacific Commission presents his compliments to the Embassy of the United States of America, and acknowledges receipt of the Embassy's Note of December 21, 1981 proposing the conclusion of an agreement by which the Government of the United States would compensate the South Pacific Commission for the reimbursement of the United States Federal income tax that the South Pacific Commission may make to its staff members.

The terms and conditions set forth in the Embassy's Note are acceptable, and the South Pacific Commission concurs with the Embassy's proposal that its Note and this reply constitute an agreement between the Government of the United States and the South Pacific Commission for the purpose of regulating the reimbursement of income tax.

The Secretary-General thanks the Embassy of the United States of the Note and avails himself of this opportunity to renew to the Embassy of the United States the assurance of his highest consideration.

PACIFIC COMMISSION DU PACIFIQUE SUD

Noumea,
28 April 1982

MULTILATERAL

General Agreement on Tariffs and Trade

Procès-verbal of rectification to the third certification of changes to schedules to the agreement of October 23, 1974.
Signed at Geneva April 20, 1982;
Entered into force April 20, 1982.

ACCORD GÉNÉRAL
SUR LES TARIFS DOUANIERS
ET LE COMMERCE

GENERAL AGREEMENT
ON TARIFFS AND TRADE

TÉLÉPHONE: (022) 31 02 31
TÉLÉGRAMMES: GATT, GENÈVE
TÉLEX: 28787 GATT CH

Centre William Rappard
Rue de Lausanne 154
CH-1211 GENÈVE 21

RÉFÉRENCE: GLI/254

THIRD CERTIFICATION OF CHANGES TO SCHEDULES TO THE GENERAL AGREEMENT ON TARIFFS AND TRADE, [1] DONE AT GENEVA ON 23 OCTOBER 1974[2]

PROCES-VERBAL OF RECTIFICATION OF CERTIFIED TRUE COPIES

I, the undersigned, Arthur Dunkel, Director-General to the CONTRACTING PARTIES to the General Agreement on Tariffs and Trade, having compared the authentic text of the Third Certification of Changes to Schedules to the General Agreement on Tariffs and Trade, done at Geneva on 23 October 1974, with the certified true copies furnished with my letter of 6 February 1975, GLI/254, have found that in the printing of the certified true copies one page (394) relating to Schedule XIII - New Zealand has been omitted. The omitted page is annexed herewith for inclusion in the certified true copies after page 406.

In witness whereof I have signed the present Procès Verbal, on 20 April 1982.

TROISIEME CERTIFICATION DE CHANGEMENTS APPORTES AUX LISTES ANNEXEES A L'ACCORD GENERAL SUR LES TARIFS DOUANIERS ET LE COMMERCE, FAITE A GENEVE LE 23 OCTOBRE 1974

PROCES-VERBAL DE RECTIFICATION DE COPIES CERTIFIEES CONFORMES

Je, soussigné, Arthur Dunkel, Directeur général des PARTIES CONTRACTANTES à l'Accord général sur les tarifs douaniers et le commerce, ayant confronté le texte authentique de la Troisième Certification de changements apportés aux Listes annexées à l'Accord général sur les tarifs douaniers et le commerce, faite à Genève le 23 octobre 1974, avec les copies certifiées conformes qui étaient jointes à ma lettre en date du 6 février 1975 (GLI/254), ai constaté l'omission, dans le texte imprimé des copies certifiées conformes, d'une page (la page 394) relative à la Liste XIII - Nouvelle-Zélande. La page omise est annexée au présent procès-verbal aux fins d'insertion dans lesdites copies, après la page 406.

En foi de quoi j'ai signé le présent procès-verbal le 20 avril 1982.

ARTHUR DUNKEL

Director-General
Geneva

Directeur général
Genève

[1] TIAS 1700; 61 Stat., pts. 5 and 6.
[2] TIAS 8214; 26 UST 3083.

SCHEDULE XIII - NEW ZEALAND

PART II - (continued)

Tariff Item Number	Description of Products	Rate of Duty
	Other brooms and brushes etc. - continued	
	Brushes:	
96.02.01 96.02.02	Tooth, denture and nail	27½% or 5c each whichever rate returns the higher duty
96.02.03 96.02.04	Hair	27½% or 10c each whichever rate returns the higher duty
96.02.05	Paint, including artists' brushes	27½%
96.02.11	Toilet brush sets	27½% or 20c each whichever rate returns the higher duty
96.02.19	Other	27½%
96.03.00	Prepared knots and tufts for broom or brush making	27½%

406A

MOROCCO

Mapping, Charting and Geodesy

Agreement signed at Rabat April 29, 1982;
Entered into force April 29, 1982.

76-477 O - 88 - 32

AGREEMENT BETWEEN

LA DIVISION DE LA CARTOGRAPHIE

DIRECTION DE LA CONSERVATION FONCIERE

ET DES TRAVAUX TOPOGRAPHIQUES

MOROCCO

AND

THE DEFENSE MAPPING AGENCY

UNITED STATES DEPARTMENT OF DEFENSE

CONCERNING

MAPPING, CHARTING AND GEODESY COOPERATION

ARTICLE I

PURPOSE

The purpose of this Agreement is to establish an understanding between the Division de la Cartographie, (Direction de la Conservation Foncière et des Travaux Topographiques), Morocco and the United States Defense Mapping Agency, hereinafter referred to as the cooperating agencies, concerning cooperation and mutual assistance in mapping, charting, and geodesy, as well as the exchange of maps, charts, and related data, and to serve as the basic reference in the implementation of the said cooperation.

ARTICLE II

SCOPE OF AGREEMENT

1. The cooperating agencies shall participate jointly in the development of United States Defense Mapping Agency technical assistance to complement relevant programs developed by the Moroccan Division de la Cartographie (Direction de la Conservation Foncière et des Travaux Topographiques). The program areas of consideration comprise topographic mapping, hydrographic charting, aeronautical charting, related digital data, geodetic survey, geodetic computations and adjustment, gravity surveys, military geographic information and training.

2. The cooperating agencies shall also participate jointly in the exchange of printed maps and charts; geodetic, geophysical, and gravity data; reproduction material; and publications and other materials related thereto.

3. The specific arrangements for technical assistance and exchange of products will be specified in separate Annexes to this Agreement.

ARTICLE III

MUTUAL OBLIGATIONS

It is understood that any action taken by either of the cooperating agencies under this Agreement will be subject to the requirements of domestic laws and the availability to that agency of personnel, materials, and funds for the purpose.

ARTICLE IV

STATUS OF U.S. PERSONNEL AND EQUIPMENT IN MOROCCO

Members of the U.S. Armed Forces, civilian employees of the United States, and contractor personnel entering, present in or exiting from Morocco in connection with this Agreement shall be accorded rights, privileges and immunities identical to those accorded the administrative and technical staff of the United States Embassy of comparable rank.

ARTICLE V

PROTECTIVE RESTRICTIONS

1. Any security classification or other release restrictions specified by the releasing authority of either cooperating agency will be applied and enforced by the recipient.

2. For uses of either Government, no copyright restrictions will apply to any maps or charts produced or provided by either government under the terms of this Agreement.

ARTICLE VI

DATE OF ENTRY INTO FORCE AND SIGNATURE

This Agreement shall enter into force upon signature by the authorized representatives of the Government of Morocco and of the Government of the United States of America. The Agreement shall remain in effect until the mapping, charting, and geodetic cooperative projects are completed, or until one year after either of the cooperating agencies shall have notified the other of its intention to terminate this Agreement. The undersigned, being duly authorized, have signed this Agreement, in English and in French. The English language text shall be considered by the parties as the governing text in the event of conflict between the different language texts. Done in duplicate, in French and in English, at Rabat, this twenty-ninth day of April one thousand nine hundred and eighty-two.

HAKAM Abdelmajid
Ingénieur en Chef,
Chef de la Division
de la Cartographie
For the Directeur de
la Conservation Foncière et
des Travaux Topographiques

ROBERTA MUNSKE
For the Director
Defense Mapping Agency

A C C O R D

ENTRE LA DIVISION DE LA CARTOGRAPHIE (DIRECTION DE LA CONSERVATION FONCIERE ET DES TRAVAUX TOPOGRAPHIQUES, DU MAROC).

-=-=-=-

E T

-=-=-=-

THE DEFENSE MAPPING AGENCY
DU DEPARTEMENT DE LA DEFENSE DES ETATS UNIS
CONCERNANT
LA COOPERATION EN MATIERE DE
CARTOGRAPHIE, ET DE GEODESIE.

-=-=-

ARTICLE I.

Le but du présent accord est d'établir une entente entre la Division de la Cartographie (Direction de la Conservation foncière et des Travaux Topographiques) du MAROC et la Défense Mapping Agency des ETATS-UNIS, dénoméesci-après "Agences Coopérantes", dans les domaines de la Coopération et de l'Assistance mutuelle en matière de cartographie, de géodésie ainsi que l'échange de cartes, de plans et des données y afférents et de servir comme base de référence pour l'exécution de la dite coopération.

ARTICLE II.

PORTEE DE L'ACCORD.

1. Les Agences Coopérantes participeront en commun au développement de l'assistance technique de la Défense Mapping Agency des ETATS-UNIS aux fins de développer les programmes cartographiques complémentaires entrepris par la Division de la Cartographie du MAROC. Les domaines de ce programme comprennent la cartographie topographique, hydraugraphique, aéronautique, les données digitalisées, les travaux géodésiques, les travaux de gravimétrie ainsi que les informations géographiques militaires et la formation de courte durée.

2. Les Agences Coopérantes participeront conjointement à l'échange des cartes imprimées, et plans, à l'échange des données géodésiques, géophysiques et gravimétriques ainsi que les éléments de reproduction et des publications diverses et tout autre matériel y relatif.

3. Les modalités spécifiques relatives à l'assistance technique et aux échanges des produits seront définies dans des annexes séparées à cet accord.

ARTICLE III.

OBLIGATIONS MUTUELLES.

Il est entendu, que chaque action entreprise par l'une des "Agences Coopérantes" dans le cadre de cet accord, sera soumise aux exigences des lois nationāles,à la disponibilité en personnel, en matériel et des fonds destinés à ce but.

ARTICLE IV.

SITUATION DU PERSONNEL ET EQUIPEMENTS U.S. AU MAROC.

Il sera accordé aux membres des Forces Militaires des ETATS UNIS, employés civils des Etats Unis, et le personnel contractant, entrant, présent ou sortant du MAROC lié à cet accord ; les droits, les privilèges et immunité identiques à ceux accordés au personnel administratif et technique du même rang de l'Ambassade des ETATS UNIS.

ARTICLE V.

RESTRICTIONS.

1°) Toutes publications portant la mention "secret, confidentiel, ou diffusion restreinte etc..." spécifiées par l'autorité délivrante de l'une ou de l'autre des Agences Coopérantes seront respectées par le receptionnaire.

2°) Pour l'usage par l'un ou l'autre des deux gouvernements, aucune restriction de droit de publication ne s'appliquera à toutes cartes et plans produits ou fournis par l'un ou l'autre des deux gouvernements au terme du présent Accord.

ARTICLE VI.

DATE D'ENTREE EN VIGUEUR ET SIGNATURE.

Le présent accord entrera en vigueur dès sa signature par les représentants autorisés du Gouvernement du MAROC et du Gouvernement des ETATS UNIS D'AMERIQUE. L'accord restera en vigueur jusqu'au moment où les projets de coopération en matière de cartographie, et de géodésie seront achevés, ou bien une année à partir de la date de notification de l'une des agences de son intention de résilier le présent accord. Les soussignés, étant dûment autorisés, ont signé le présent accord en double exemplaire en français et en anglais. Les deux parties considèrent que le texte en langue anglaise prime en cas de contradiction avec l'autre texte.

FAIT en deux exemplaires, en Français et en Anglais

à RABAT, ce JEUDI 29 AVRIL MILLE NEUF CENT QUATRE VINGT DEUX.

HAKAM ABDELMAJID
INGENIEUR EN CHEF,
CHEF DE LA DIVISION
DE LA CARTOGRAPHIE

POUR LE DIRECTEUR
DE LA CONSERVATION
FONCIERE ET DES
TRAVAUX TOPOGRAPHIQUES.

ROBERTA MUNSKE

POUR LE DIRECTEUR DE LA
DEFENSE MAPPING AGENCY DES
ETATS UNIS D'AMERIQUE.

SRI LANKA

Trade in Textiles and Textile Products

Agreement amending the agreement of July 7, 1980, as amended.
Effected by exchange of notes
Signed at Colombo April 20 and 29, 1982;
Entered into force April 29, 1982.

The American Ambassador to the Sri Lankan Secretary, Ministry of Trade and Shipping

EMBASSY OF THE
UNITED STATES OF AMERICA

Colombo, April 20, 1982

Dear Sir,

I have the honor to refer to sub-paragraph 2(B)(3) of the agreement between the United States of America and Sri Lanka relating to trade in cotton, wool, and man-made fiber textiles and textile products, with annexes, effected by exchange of notes July 7, 1980[1] (The Agreement).

On behalf of my government, I have the honor to propose that Annex B of The Agreement be amended to establish the following sub-limits within category 340/341/640/641 during the third agreement year:

Category	Sub-Limit (Dozens)
(340)	(411,950)
(341)	(412,164)
(640)	(80,357)
(641)	(412,164)

If this proposal is acceptable to your government, this note and your note of confirmation on behalf of your government shall constitute an Amendment to The Agreement.

Accept, Sir, the renewed assurance of my highest consideration.

[2]

Mr. W. L. P. de Mel,

Secretary,

Ministry of Trade and Shipping,

Sri Lanka

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[1] TIAS 9869, 10168; 32 UST 2867; 33 UST 2047.
[2] John H. Reed.

The Sri Lankan Secretary, Ministry of Trade and Shipping, to the American Ambassador

වෙළඳ හා නාවික කටයුතු අමාත්‍යාංශය
රක්ෂණ මන්දිරය, 21, වොක්ස්හෝල් වීදිය, කොළඹ 2
வியாபார, கப்பற் போக்குவரத்து அமைச்சு,
காப்புறுதி இல்லம், 21, வொக்ஸ்ஹோல் வீதி, கொழும்பு 2
MINISTRY OF TRADE AND SHIPPING,
Rakshana Mandiraya, 21, Vauxhall Street, Colombo 2

තැ. පෙ. අංකය / த. பெ. இல. / P. O. Box } 560
දුරකථනය / தொலைபேசி / Telephone } 35601-4

මගේ අංකය / எனது இல. / My No. } ICRD/B/167(E)-(IV)
ඔබේ අංකය / உமது இல. / Your No. }
දිනය / திகதி / Date } 29 April 1982.

H.E. John H. Reed,
Ambassador of the United States
of America,
44, Galle Road,
Colombo 3.

Your Excellency,

I have the honour to acknowledge the receipt of the proposal contained in your note dated April 20, 1982 which reads as follows :-

"I have the honor to refer to sub-paragraph 2(B)(3) of the agreement between the United States of America and Sri Lanka relating to trade in cotton, wool, and man-made fiber textiles and textile products, with annexes, effected by exchange of notes July 7, 1980 (The Agreement).

On behalf of my government, I have the honor to propose that Annex B of the Agreement be amended to establish the following sub-limits within Category 340/341/640/641 during the third agreement year:

Category	Sub-Limit (Dozens)
(340)	(411,950)
(341)	(412,164)
(640)	(80,357)
(641)	(412,164)

If this proposal is acceptable to your government, this note and your note of confirmation on behalf of your government shall constitute an Amendment to The Agreement."

I confirm that the proposal set out in this note is acceptable to the Government of Sri Lanka.

Accept, Excellency, the assurances of my highest consideration.

(W.L.P. de Mel)
Secretary
Ministry of Trade & Shipping.

SAUDI ARABIA

Defense: Construction of Military Facilities

Agreement extending the agreement of May 24 and June 5, 1965, as extended.
Effected by exchange of notes
Dated at Jidda November 25, 1981 and May 10, 1982;
Entered into force May 10, 1982;
Effective May 24, 1982

The American Embassy to the Saudi Arabian Ministry of Foreign Affairs

No. 822

The Embassy of the United States of America presents its compliments to the Royal Ministry of Foreign Affairs of the Kingdom of Saudi Arabia and has the honor to refer to continuing discussions between both governments regarding the further extension of the Agreement for Military Construction of May 24 and June 5, 1965.[1]

As a result of these discussions, the Embassy has the honor to propose that the Agreement be extended for an additional period of three years beginning on May 24, 1982, and that this Note, together with the reply of the Royal Ministry to that effect, shall constitute an agreement between the two governments which shall enter into effect on that date.

The Embassy of the United States of America avails itself of the opportunity to renew to the Royal Ministry of Foreign Affairs the assurances of its highest consideration.

Embassy of the United States of America

Jidda, November 25, 1981

[1] TIAS 5830, 10226; 16 UST 890; 33 UST 3291.

The Saudi Arabian Ministry of Foreign Affairs to the American Embassy

المملكة العربية السعودية
وزارة الخارجية

الرقم ١/٣٦/٤/٩٧
التاريخ ١٤٠٢/٧/١٦
الموافق
المرفقات

تهدى وزارة الخارجيه أطيب تحياتها الى سفارة الولايات المتحده بجده .

وبالاشارة الى مذكرة السفارة المحترمه رقم ٨٢٢ وتاريخ ٢٩ محرم ١٤٠٢ هـ الموافق ٢٥ نوفمبر ١٩٨١م بشأن اقتراح الحكومة الامريكيه بتمديد اتفاقية الانشاءات العسكريه لمدة ثلاث سنوات اخرى اعتبارا من ٢٤ مايو ١٩٨٢م.

يسر الوزاره اخبار السفارة المحترمه بموافقة الجهات المختصه على ذلك .

وتنتهز الوزاره هذه الفرصه لتعرب لها عن أطيب تمنياتها .

جدة

TRANSLATION

Kingdom of Saudi Arabia
Ministry of Foreign Affairs

Reference No. 97/20/36/1
Date: 7/17/1402 H

May 10, 1982

The Ministry of Foreign Affairs presents its compliments to the Embassy of the United States in Jidda and has the honor to refer to the Embassy's note No. 822, dated Muharram 29, 1402, corresponding to November 25, 1981, concerning the proposal of the United States Government for further extension of the Agreement for Military Construction for three years beginning May 24, 1982. The Ministry is pleased to inform the Embassy of its approval of the proposed extension.

The Ministry avails itself of this opportunity to express to the Embassy the assurances of its highest consideration.

[SEAL]

SUDAN

Defense Assistance

Agreement effected by exchange of notes
Signed at Khartoum April 8 and 22, 1981;
Entered into force April 22, 1981.

The American Ambassador to the Sudanese Minister of State, Ministry of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

APRIL 8, 1981

No. 64

EXCELLENCY:

I have the honor to refer to the recent discussions between representatives of our two governments concerning the furnishing on a grant basis of defense articles and defense services to the Government of the Democratic Republic of Sudan under the Military Assistance Program of the United States Government, and to advise Your Excellency that my Government is prepared to furnish such assistance, during the United States fiscal year 1981 and as authorized by United States law, in accordance with the following understandings:

A. The United States Government shall furnish to the Government of the Sudan such defense articles and defense services as may be requested by representatives of the Government of the Sudan and agreed to by representatives of the United States Government, in accordance with such terms and conditions as may be agreed. For the purposes of this agreement, the term "Defense Services" includes training related to defense articles.

B. The Government of the Sudan requires and shall use such defense articles and defense services solely to maintain its internal security and legitimate self-defense, and shall not undertake an act of aggression against any other state.

C. The Government of the Sudan shall not relinquish title to, or possession of, such defense articles and defense services to anyone not an officer, employee, or agent of the Government of the Sudan unless the prior consent of the United States Government shall

have been obtained, and shall offer for return to the United States Government any such defense articles and defense services which are no longer required for the purposes for which they were furnished.

D. The Government of the Sudan shall pay to the United States Government the net proceeds of sales of any weapons system, munition, aircraft, military boat, military vessel, or other defense article, including scrap from any such defense article, furnished hitherto or hereafter on a grant basis by the United States Government. Such sums paid to the United States Government shall be available to pay all official costs of the United States Government payable in the currency of the Sudan, including all costs relating to the financing of international educational and cultural exchange activities in which the Sudan participates.

E. The Government of the Sudan will protect the security of any defense articles and defense services furnished hereunder, and will, as the United States Government may require, permit continuous observation and review by, and furnish necessary information to, representatives of the United States Government with regard to the utilization of such defense articles and defense services.

F. I have the further honor to propose that this note, together with Your Excellency's note in reply confirming that the Government of the Sudan shares the foregoing understandings, shall constitute an agreement between our two governments on this subject, to be effective from the date of Your Excellency's reply.

Accept, Excellency, the renewed assurances of my highest consideration.

C. WILLIAM KONTOS

C. William Kontos
Ambassador

His Excellency
Mohamed Mirghani Mubarek,
Minister of State,
Ministry of Foreign Affairs,
Democratic Republic of the Sudan.

The Sudanese Minister of State, Ministry of Foreign Affairs, to the American Ambassador

MINISTRY OF FOREIGN AFFAIRS

KHARTOUM

MINISTER OF STATE

April, 22nd, 1981.

MFA/7/SCR/9

Excellency,

1. I have the honour to refer to your note No. 64 Dated April 8, 1981, concerning the furnishing on a grant basis of defence articles and defence services to the Government of the Democratic Republic of The Sudan under the military assistance program of the United States Government.

2. I have the further honour to confirm that the Government of The Democratic Republic of the Sudan shares the under-takings mentioned in your above quoted note.

It is also my belief that the agreement constitutes a new step towards more cooperation between our two Governments, and that its outcome will help to bring peace and stability to this region.

Accept Excellency, the renewed assurances of my highest consideration.

Mohamed Mirghani Mubarak

Mohamed Mirghani Mubarak

Minister of State, Ministry of Foreign Affairs.

H. E.

Mr. C. William Kontos,
Ambassador of the United States of America,
Khartoum.

TUNISIA

Agricultural Commodities

Agreement signed at Tunis May 17, 1982;
Entered into force May 17, 1982.
With minutes of negotiation.

AGREEMENT BETWEEN THE

GOVERNMENT OF THE UNITED STATES OF AMERICA

AND

THE GOVERNMENT OF THE REPUBLIC OF TUNISIA

FOR THE SALE OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of the Republic of Tunisia agree to the sale of the agricultural commodities specified below. This Agreement shall consist of the Preamble and Parts I and III of the Title I Agreement signed on June 7, 1976,[1] together with the following Part II:

PART II - PARTICULAR PROVISIONS

Item I - Commodity Table:

Commodity	Supply Period (U.S. Fiscal Year)	Approximate Quantity (Metric Tons)	Maximum Export Market Value (Millions)
Wheat	1982	57,000	Dollars $10.0
Totals		57,000	Dollars $10.0

Item II - Payment Terms:

Dollar Credit (DC)

1. Initial Payment: Fifteen (15) percent;
2. Currency Use Payment: None;
3. Number of Installment Payments: Nineteen (19);
4. Amount of Each Installment Payment: Approximately equal annual amounts;

[1]TIAS 8506; 28 UST 1234.

5. Due Date of First Installment Payment: Two (2) years after the date of the last delivery of commodities in each calendar year:

6. Initial Interest Rate: Three (3) percent;

7. Continuing Interest Rate: Four (4) percent.

Item III - Usual Marketing Table:

Commodity	Import Period (U.S. Fiscal Year)	Usual Marketing Requirement (Metric Tons)
Wheat	1982	370,000

Item IV - Export Limitations

A. The Export Limitation Period:

The Export Limitation Period shall be the U.S. Fiscal Year 1982 or any subsequent U.S. Fiscal Year during which the commodities financed under this Agreement are being imported or utilized.

B. Commodities To Which Limitations Apply:

For the purpose of Part I, Article III A. 4. of this Agreement, the commodities which may not be exported are: wheat, wheat flour, rolled wheat, semolina, farina and bulgur (or the same products under different names).

Item V - Self-Help Measures:

A. The Government of Tunisia has established increased agricultural production and rural income, and improved distribution of income as major long-term objectives and as specific objectives of its Sixth Development Plan. In consideration of the financial support provided by the Government of the United States under this Agreement, the Government of Tunisia agrees to assign priority to the specific measures described below to increase agricultural production and to improve distribution of income.

These measures will be implemented so as to contribute directly to the development progress in rural areas and to enable the rural poor to participate in increased agricultural production.

B. In order to implement the program envisioned in the March, 1981 PL 480 Title I Program Paper, the Government of Tunisia has decided, in accordance with the objectives of the Sixth Plan, to undertake the following self-help activities to enable the poor, smaller farmers to participate in increasing agricultural production. The Government of Tunisia agrees to provide adequate financial, technical, and managerial resources for the implementation of these measures:

1. Expand the level and improve the scheduling of nitrogenous fertilizer imports.

(a) Maintain and provide financing for the Sixth Plan target for nitrogen consumption equivalent of 100,000 MT of ammonium nitrate in 1981-82 (from an actual level of 79,000 MT in 1980-81) and 116,000 MT in 1982-83.

(b) Accelerate importations so that the total needs for 1982-83 (May 1 - April 30) plus an additional amount for a strategic reserve of at least 20,000 MT (136,000 MT total) are to be imported by Tunisia before the end of February, 1983. The scheduling between May, 1982 and February, 1983, should be such as to insure adequate supplies are at all points at all times.

2. Maintain an adequate supply of triple-super phosphate (TSP) in the distribution system to permit at least a seven (7) percent increase in the consumption of TSP equivalent during the 1982-83 crop period.

3. Improve the distribution system for fertilizer.

(a) Institute a significant increase in margins for different fertilizer distributors.

(b) Undertake construction of nine regional depots with approximately a total capacity of 80,000 MT for buffer stocks and have sufficient capacity in operation to handle the increased nitrogen stock level projected for February, 1983.

4. Conduct essential fertilizer-research and disseminate information via public and private channels.

(a) Initiate physical research on alternative lower-cost forms of fertilizer such as diammonium phosphate (DAP), urea and direct application of ammonia (NH_3) or aqueous solutions of ammonia.

(b) Study the comparative costs per nutrient-kilogram of these and presently used fertilizers in relation to yield-response from the points of view of both the farmer and the national economy.

(c) Develop information material on fertilizer use for dissemination by private fertilizer dealers.

5. Initiate a multi-year study of factors constraining a greater use of yield-improving inputs on small and medium-size farms.

6. Continue programs to expand and improve extension, soil testing services and credit, especially for inputs, and to serve small and medium-size farmers.

7. Continue support for programs to increase the storage and handling capacity for basic agricultural commodities, especially cereals, at national, regional and community levels.

8. Support research to develop superior varieties of forage alfalfa (Medicago spp.) and cereal grains adapted to local conditions and resistant to major plant diseases in Tunisia. Building on information generated by the Special Foreign Currency Research Projects, it will include collection and evaluation of indigenous Medicago and cereal grain varieties, and breeding trials of the ones most likely to produce commercial varieties. Indigenous Medicagos also will be studied for their potential utility in cropping rotations to reduce soil erosion and in providing livestock fodder during the fallow season.

Item VI - Economic Development Purposes for Which Proceeds Accruing to the Recipient Country Are to be Used:

A. The Government of Tunisia allots the proceeds accruing from the sale of the commodities financed under this Agreement to finance the self-help measures set forth in the Agreement, and for the development sectors of agricultural and rural development, in a manner designed to increase the access of the most disadvantaged population to an adequate, nutritious and stable food supply.

B. In the use of proceeds for these purposes, the Government of Tunisia intends to pay particular attention to improving the lives of the most disadvantaged population and its capacity to participate in the development of Tunisia.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present Agreement.

DONE AT TUNIS, this seventeenth day of May 1982, in two original copies in both the English and French languages, both texts being equally authentic.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

WALTER L. CUTLER
Ambassador
Embassy of the United States of America at Tunis

[SEAL]

FOR THE GOVERNMENT OF THE REPUBLIC OF TUNISIA

AHMED BEN ARFA
Director General
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[SEAL]

PUBLIC LAW 480 TITLE I [1] SALES AGREEMENT

MINUTES OF NEGOTIATION

During the month of April, 1982, representatives of the Republic of Tunisia's Ministry of Foreign Affairs, Ministry of Plan and Finances, Ministry of National Economy, and Ministry of Agriculture, met in a series of meetings with representatives of the U.S. Embassy and the A.I.D. Mission to negotiate an agreement amending certain portions of the June 7, 1976, Public Law 480 (PL 480) Title I Sales Agreement between the Government of the United States of America and the Government of the Republic of Tunisia.

SECTION I - SELF-HELP AND USE OF SALES PROCEEDS

1. During the negotiations, the U.S. representatives recalled certain sections and provisions of PL 480, e.g.:

(a) Section 106 (b) provides that in negotiating sales agreements, emphasis shall be placed on the use of proceeds from the sale of the commodities in the recipient country for purposes which directly improve the lives of the poorest of the recipient country's people and their capacity to participate in the development of their country. Greatest emphasis is required to be placed on the use of such proceeds to carry out programs of agricultural development, rural development, nutritional planning and population planning.

[1] 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*

(b) Section 109 (a) requires that, before entering into agreements for sale of commodities, the President shall consider the extent to which the recipient country is undertaking self-help measures to increase the per capita production and improve the means for storage and distribution of agricultural commodities. Furthermore, the President shall take into particular account the extent to which these measures are being carried out in ways designed to contribute directly to the development progress in poor rural areas and to enable the poor to participate actively in increasing agricultural production through small farm agriculture.

(c) Section 109 (d), which has been recently enacted, requires that in each agreement or amendment, the economic development and self-help measures which the recipient country agrees to undertake shall be described, to the maximum extent feasible, (1) in specific and measurable terms; and (2) in a manner which ensures that the poor people in the recipient country will be the major beneficiaries of the self-help measures pursuant to each agreement. Furthermore, the President shall, to the maximum extent feasible, take appropriate steps in each agreement entered into under Title I and in each amendment to such an agreement: (1) to assure that measures agreed to are additional to the measures that the recipient country otherwise would have undertaken irrespective of that agreement or amendment; and (2) to determine whether the economic development and self-help provisions of each agreement or amendment entered into are being fully carried out.

2. Throughout the discussions, it was noted that this 1982 Agreement is a part of the Multi-Year Title I strategy which is being initiated this year. It was agreed that certain steps in the Tunisian program would be expanded consistent with the self-help measures described in this Agreement and the March, 1981, Program Paper defining the Tunisian PL 480 Title I Multi-Year Proposal. An aide-mémoire, Annexes A and B, developed through the common agreement of the two parties will assure the monitoring of the implementation of the self-help activities envisioned in the Agreement. It was also agreed that the parties would discuss periodically the progress of the individual program activities. It was further noted that achievement of these self-help measures would be a key factor among those governing the future availabilities of Title I financing and that both parties would use their best efforts to continue to achieve the Multi-Year Title I strategy.

3. Also, it was recognized that a sample survey of small and medium farmers is being conducted by the Ministry of Agriculture which will estimate small and medium farmers' use, access to, and knowledge of nitrogenous fertilizer.

4. The Ministry of Agriculture also agreed to continue or complete a number of studies supporting the Multi-Year activity, specifically:

(a) Stepped-up agronomic studies of fertilizer response in major Tunisian crops under local soil and climatic conditions.

(b) Preparation for expansion of soil testing through existing facilities and others to be established.

(c) A comparative study of the costs of alternative ways of providing fertilizer credit to be completed by the summer of 1982, in time for decisions to be made the following summer.

5. With respect to the specific Self-Help Measures of this year's Agreement, these were found to be generally self-explanatory. However, both parties stressed that in regard to the Self-Help Measures, the Tunisian Government has planned to take the following actions:

(a) Expand public fertilizer retail-sales outlets and encourage the expansion of private and cooperative fertilizer retail-sales outlets, including forty-one new facilities to be constructed.

(b) Expand the number of agricultural extension offices by 60 and provide additional in-service training to approximately 200 extension agents.

(c) Complete two laboratory facilities and initiate services for soil, water and plant tissue analyses.

(d) Increase the funding of production credit for cereals and the vegetables by approximately 27 million Tunisian dinars and make appropriate budget increases for other crops as well.

(e) Initiate the program for reinforcement of national storage capacity for cereals by an additional 100,000 metric tons.

6. It was agreed that the accelerated effort to certify land titles will result in the granting of a large number of possession certificates at a faster rate.

7. With respect to the Self-Help Measure concerning extension, it was especially noted that two-way communication flows to be encouraged between agents and farmers, on one hand, and agents and researchers on the other.

SECTION II - SUPPLEMENTAL INFORMATION

During these meetings, the terms of the proposed Agreement were reviewed and approved by all parties. In addition, the U.S. representatives explained that in order to expedite (a) the signing of the Agreement and (b) the implementation of the Agreement after signature, including the timely purchase and shipment of commodities not later than September 30, 1982, the Government of the Republic of Tunisia should:

1. Advise the U.S. Embassy in Tunisia of the following information:

(a) Type and grade of commodity to be purchased in accordance with official U.S. commodity (grain) grading standards.

(b) Proposed contracting and delivery schedule, i.e., delivery means the delivery of grain to the vessels in U.S. ports.

(c) Assurances that appropriate Government of Tunisia authorities are prepared to open Letters of Credit and to make prompt transfer of funds to cover (1) the initial payment of fifteen (15) percent and (2) the ocean freight costs for the commodities purchased under the Agreement.

(d) Name and complete address of (1) the bank in Tunisia and (2) the U.S. commercial bank through which Letters of Credit will be opened for commodity and ocean freight payments.

(e) Assurances that adequate storage and handling facilities will be available at the time the commodities purchased under the Agreement are exported from the U.S. to prevent unreasonable loss or spoilage.

(f) Assurances that the provision of the commodities financed under the Agreement would not act as a substantial disincentive to Tunisia's domestic agricultural production and marketing efforts.

2. Provide the Embassy of the Government of Tunisia in Washington with:

(a) Information described in Section II, paragraphs 1.(a), (b), (c), and (d) above.

(b) Complete instructions for and the authority to promptly request commodity Purchase Authorizations in writing, to purchase commodities, and to contract for ocean transportation (including the appointment of purchasing and/or shipping agents, if applicable).

(c) Instructions to contact the Program Operations Division, Export Credits Section, Foreign Agricultural Service, U.S. Department of Agriculture (Telephone: (Area Code 202) 447-5780) for further assistance in implementing the Agreement.

SECTION III - OPERATIONAL DATA

The U.S. representatives called attention to various operational procedures and reporting requirements as discussed below:

1. Public Law 480 Title I Regulatory and Legislative requirements mandate that purchases of agricultural food commodities under Title I agreements must be made on the basis of Invitations for Bids (IFB's) publicly advertised in the United States and on the basis of Bids (offers) which shall conform to the IFB's. Bids must be received and publicly opened in the United States. All awards under IFB's must be consistent with open, competitive and responsive bid procedures.

2. Terms of all IFB's (including IFB's for ocean freight) must be approved, prior to issuance, by the General Sales Manager, Foreign Agricultural Service, U.S. Department of Agriculture. In addition, if the commodity IFB's issued by the Government of Tunisia require a performance bond, the requirement must be fair to both buyer and seller. Officials of the U.S. Department of Agriculture are developing performance bond language which satisfies these concerns and which may be used in commodity IFB's; these officials will be available to coordinate the utilization of this performance bond language with the Tunisian Government's purchasing officials in the United States.

3. Commissions, fees or other payments to any selling agent, employed or engaged by the supplier to obtain a contract, are prohibited in any purchase of food commodities under Title I agreements.

4. If the Government of Tunisia nominates a purchasing or shipping agent to procure commodities or arrange ocean transportation under the Agreement, the Government of Tunisia must notify the General Sales Manager, Foreign Agricultural Service, U.S. Department of Agriculture in writing, of such a nomination and attach a copy of the proposed agency agreement. All purchasing and shipping agents must be approved by the General Sales Manager, Foreign Agricultural Service, U.S. Department of Agriculture in accordance with regulatory standards designed to eliminate certain potential conflicts-of-interest.

5. The Government of Tunisia must take appropriate measures to ensure that operable and irrevocable Letters of Credit for both commodity and ocean freight payments will be issued, advised or confirmed, by a U.S. commercial bank previously designated by the Government of Tunisia, immediately after the commodities are purchased and ocean freight is booked.

6. The Government of Tunisia must open Letters of Credit for all (100 percent) of ocean freight costs, not later than forty-eight (48) hours prior to vessel presentation for loading, providing for sight payment or acceptance of a draft in U.S. dollars in favor of the ocean transportation supplier on the basis of the tonnage and rates specified in the applicable charter or booking note. Furthermore, commodity and ocean freight suppliers may refuse to load vessels when acceptable Letters of Credit for payments of commodity or ocean freight costs are not available at the time of vessel loading. This can result in costly claims by vessel owners (demurrage) and by commodity suppliers (carrying charges).

7. If an ocean freight contract provides for demurrage/dispatch, ninety (90) percent of the ocean freight must be paid promptly on arrival of the cargo. The remaining ten (10) percent, less dispatch if any, should be paid promptly to the carrier upon completion of the laytime statement. If there is any dispute as to the amount of dispatch, the vessel owner should receive that portion of the final ten (10) percent which is not in dispute. Claims against the carrier for damaged or lost cargo should be pursued through normal channels and not deducted from the ocean freight payments.

8. Reporting is an essential part of the PL 480 Title I sales program. Accordingly, the Government of Tunisia is responsible for the timely submission of reports required under the Standard Provisions of the Agreement as follows: Compliance Progress; Shipping and Arrival Information (ADP) Sheets; Self-Help; and Use of Sales Proceeds. Timely submission of the various reports is important because the information in them must be presented to the U.S. Congress on a regular schedule; failure to submit timely, accurate and substantive reports may delay the processing of future Title I requests. The Self-Help Report should contain sufficient details and explicit narrative to accurately convey to the U.S. Congress the extent of the progress achieved and to demonstrate that Title I proceeds in an amount equal to the disbursement have been used or will be used for the economic development purposes defined in Title I agreements.

9. The timing for submission of the reports to the U.S. Embassy is as follows:

(a) Progress Report on Compliance: Quarterly twenty (20) days after the close of each quarter, i.e., due on January 20, April 20, July 20, and October 20.

(b) Progress Report on Self-Help: Annually sixty (60) days after the close of the U.S. fiscal year, i.e., due on December 1.

(c) Shipping and Arrival Information (ADP) Sheets: For each shipment, ten (10) days after receiving from the U.S. Embassy the pertinent sheet covering each shipment.

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(d) Use of Sales Proceeds: Annually nine (9) months after the close of each Tunisian fiscal year, i.e., due on September 30.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present Agreement.

DONE AT TUNIS, this seventeenth day of May 1982, in two original copies in both the English and French languages, both texts being equally authentic.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

WALTER L. CUTLER
Ambassador
Embassy of the United States of America at Tunis

FOR THE GOVERNMENT OF THE REPUBLIC OF TUNISIA

AHMED BEN ARFA
Director General
of International Cooperation

ANNEX A

PL 480 PROGRAM IMPLEMENTATION SCHEDULE - GOVERNMENT OF TUNISIA

(March 1982 to April 1983)

March 1982

- Transmit self-help report.
- Participate with A.I.D. in joint review of past year's progress and reach consensus on appropriate activities for the next year for the PL 480 self-help section.
- Begin preparation of a detailed 1982-83 implementation plan.
- Begin collection of 1982 "Enquete de Base" with expanded schedule containing new inputs section.

April 1982

- Conduct quarterly review of fertilizer situation and prepare 1982-83 schedule of imports.
- Initiate work on detailed computer program and analysis for Phase I study of small farmer constraints using 1982 "Enquete de Base" data.
- Negotiate and sign 1982 PL 480 Agreement.

May-July 1982

- Finalize schedule and arrangements for cereal imports under PL 480.
- Start construction of new fertilizer storage depots.
- Prepare detailed analytical plan for Phase I inputs using constraints analysis.
- Complete editing, punching and testing of schedules.
- Ministry of Agriculture completes review of 1983 agency budget.
- Announce decision of new private dealer and cooperative margin for AN and TSP.

July-September 1982

- Conduct quarterly fertilizer situation review.
- Plan and initiate research on costs/benefits of alternative forms of fertilizer.
- Finalize decision on arrangements for other approximately 40 wholesale/retail fertilizer facilities.
- Complete initial Phase I inputs/constraints computer runs.
- Complete literature review on alternative forms of fertilizer.

October-December 1982

- Complete Phase I constraints analysis tables.
- Initiate field-work on new forms of fertilizer.
- Complete Phase II initial research plan.
- Conduct quarterly fertilizer situation review.
- Complete review of other elements of program, i.e., Extension, Research, Soil Testing, Credit, Studies, etc.
- By end of period, have first fertilizer depots almost completed.
- Start work on other wholesale/retailer facilities, if they are to involve public construction.
- Complete review of adequacy of measures to stimulate private and cooperative distribution of fertilizer.

January-March 1983

- Complete first fertilizer depots.
- Complete draft of Phase I inputs use/constraints study.
- Complete final arrangements for Phase II constraints study including field testing of schedules.

March 1983

- Prepare and present basic data on progress.
- Participate in annual joint review.
- Discuss with A.I.D. actions planned for 1983-84 to be part of 1983 PL 480 Agreement.

April 1983

- Negotiate and sign 1983 PL 480 Agreement.
- Initiate field work on Phase II constraints study.
- Initiate additional action needed on various other elements such as, expansion in the fertilizer distribution system, measures to improve extension, research, credit, and soil testing.

ANNEX B

PL 480 PROGRAM IMPLEMENTATION SCHEDULE - U.S. GOVERNMENT

(March 1982 to April 1983)

March 1982

- Review past year's activities and results.
- Participate in joint discussions to reach a concensus on appropriate actions for 1982-83 which will be a basis for proposed self-help provisions for 1982 PL 480 Agreement.
- Draft and transmit to AID/W proposed negotiating instructions covering self-help provisions.

April 1982

- Sign 1982 PL 480 Agreement.

May-July 1982

- Issue Purchase Authorizations for commodities.

March 1982 to April 1983

- Monitor progress in program implementation, particularly for nitrogen.

April - July 1982

- Review projects to identify areas where A.I.D. assistance might be directed more specifically to support the PL 480 program, particularly:
    - Research on old and new forms of fertilizer and their relative costs and benefits to farmers and the national economy;
    - Expansion in credit;

- Expansion in extension and soil testing;
- Study of constraints faced by small farmers; and
- Study of additional measures needed to improve fertilizer supply, scheduling and distribution.

- Arrange resources to assist where feasible.

February 1983

- Arrange for participation in 1982-83 review.

March 1983

- Receive annual GOT report.
- Participate in annual joint GOT-AID progress review.
- Discuss action requirements for 1983-84 to be basis for self-help provisions.
- Draft proposed self-help clauses and transmit to AID/W.

April 1983

- Negotiate and sign 1983 PL 480 Agreement.

ACCORD

entre

LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE

et

LE GOUVERNEMENT DE LA REPUBLIQUE TUNISIENNE

POUR LA VENTE DE PRODUITS AGRICOLES

Le Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la République Tunisienne conviennent de la vente des produits agricoles ci-dessous mentionnés. Cet Accord est composé du préambule et des Parties I et III de l'Accord du Titre I signé le 7 juin 1976, ainsi que de la Partie II ci-après.

PARTIE II - DISPOSITIONS PARTICULIERES

Article I. Tableau des Produits:

Produits	Période de livraison (Année Budgétaire Américaine)	Quantité approximative (Tonnes Métriques)	Valeur maximale sur le marché d'exportation (Millions)
Blé	1982	57.000	$10,0
Totaux		57.000	$10,0

Article II. Modalités de Paiement:

Crédit en Dollars (CD)

1. Paiement Initial - Quinze (15) pour cent;
2. Paiement pour l'Utilisation du Pays Exportateur: Néant;
3. Nombre de Versements: Dix-neuf (19);
4. Montant de Chaque Versement: En tranches annuelles à peu près égales;
5. Date d'Echéance du Premier Versement: Deux (2) ans après la date de la dernière livraison des denrées pour chaque année civile;
6. Taux d'Intérêt Initial: Trois (3) pour cent;
7. Taux d'Intérêt des Autres Paiements: Quatre (4) pour cent.

Article III. Tableau des Achats Commerciaux Habituels:

Produit	Période d'Importation (Année Budgétaire Américaine)	Achats Commerciaux Habituels Requis (Tonnes Métriques)
Blé	1982	370.000

Article IV. Limitation des Exportations:

A. Période Limite des Exportations

La Période Limite des Exportations sera l'Année Budgétaire Américaine 1982 ou toute Année Budgétaire Américaine subséquente durant laquelle les produits financés dans le cadre de cet Accord seront importés ou utilisés.

B. Produits auxquels s'appliquent ces Limites:

Aux fins de l'Article III. A. 4. de la Partie I de cet Accord, les produits non exportables sont: le blé, la farine de blé, les flocons de blé, la semoule, la farine et le bulgur (ou les mêmes produits différemment nommés).

Article V - Mesures d'Auto-Assistance:

A. Le Gouvernement Tunisien a établi l'augmentation de la production agricole et des revenus ruraux ainsi que l'amélioration de la répartition de ces revenus, ses principaux objectifs à long terme aussi bien que les objectifs spécifiques de son 6e Plan. Tenant compte du soutien financier apporté par le Gouvernement des Etats-Unis dans le cadre de cet Accord, le Gouvernement Tunisien convient de donner la priorité aux mesures spécifiques décrites ci-dessous pour augmenter la production agricole et les revenus et pour améliorer la répartition de ces derniers. Ces mesures seront mises en oeuvre de manière à contribuer directement à promouvoir le développement dans les zones rurales et à permettre aux populations rurales désavantagées de participer au développement de la production agricole.

B. Afin d'exécuter le programme envisagé dans le Document du Programme du Titre I de la Loi Publique 480 de mars 1981, le Gouvernement Tunisien a décidé, conformément aux objectifs du 6e Plan, d'entreprendre les activités d'auto-assistance suivantes en vue de permettre aux petits exploitants agricoles désavantagés de participer à l'accroissement de la production agricole. Le Gouvernement Tunisien convient de fournir les moyens financiers, techniques et administratifs adéquats pour l'exécution de ces mesures:

1. Augmenter le volume et améliorer le calendrier des importations d'engrais azotés.

(a) Maintenir et assurer un financement en vue de permettre d'atteindre l'objectif du 6e Plan en matière de consommation d'engrais azotés qui est fixée à l'équivalent de 100.000 tonnes métriques de nitrate d'ammonium pour l'année 1981-82 (contre 79.000 tonnes métriques en 1980-81) et 116.000 tonnes métriques pour l'année 1982-83.

(b) Accélérer l'importation de manière à ce que les besoins totaux nécessaires pour 1982-83 (1er mai 1982 - 30 avril 1983) plus une quantité supplémentaire de réserve stratégique d'au moins 20.000 tonnes métriques (soit au total 136.000 tonnes métriques) soient importées dans le pays avant la fin de février 1983. La programmation des approvisionnements entre mai 1982 et février 1983 devrait être telle qu'un approvisionnement convenable soit assuré en tous points, en toutes périodes.

2. Maintenir un approvisionnement aussi convenable en super phosphate triple (PST) au niveau du réseau de distribution pour permettre une croissance dans la consommation d'au moins sept (7) pour cent d'équivalent de PST pendant la campagne 1982-83.

3. Améliorer le réseau de distribution d'engrais.

(a) Procéder à une augmentation importante de la marge de distribution pour les différents distributeurs d'engrais.

(b) Procéder à la mise en oeuvre de la construction de 9 centres de stockage-tampon régionaux prévus d'une capacité totale d'environ 80.000 tonnes métriques et disposer d'une capacité opérationnelle suffisante pour faire face à l'augmentation projetée du niveau des stocks d'ammonitre pour le mois de février 1983.

4. Entreprendre des recherches fondamentales portant sur les engrais et diffuser les informations obtenues par voie des circuits publics et privés.

(a) Commencer des recherche sur l'utilisation d'autres types d'engrais plus économiques tels que le diammonium de phosphate (DAP), l'urée et l'application directe d'ammoniaque (NH3) ou solutions aqueuses d'ammoniaque.

(b) Etudier le coût comparatif par kilogramme nutritif de ces engrais et des engrais actuellement utilisés, du point de vue de leurs effets sur la production d'une part, et sur l'économie nationale, d'autre part.

(c) Préparer des bulletins d'information sur l'utilisation des engrais en vue de leur diffusion par les revendeurs privés d'engrais.

5. Commencer une étude pluriannuelle sur les facteurs empêchant les petits et moyens exploitants d'utiliser davantage d'intrants permettant une amélioration des rendements.

6. Poursuivre les programmes destinés d'une part à développer et à améliorer la vulgarisation, les services d'analyse des sols et le crédit, notamment pour les intrants, et d'autre part, à servir les petits et moyens exploitants agricoles.

7. Continuer à appuyer les programmes destinés à accroître la capacité de manutention et de stockage des produits agricoles de première nécessité, et en particulier des céréales, et ce aux niveaux national, régional et local.

8. Appuyer la recherche destinée à développer des variétés supérieures de luzerne (medicago spp.) et de céréales adaptées aux conditions locales et résistantes aux principales maladies des plantes en Tunisie. En se fondant sur des données générées par les Projets Spéciaux de Recherche en Devises Etrangères (Special Foreign Currency Research Projects) ceci comprendra la collection et l'évaluation de variétés locales de medicago et de céréales, des essais génétiques de celles qui, le plus vraisemblablement, peuvent produire des variétés commercialisables. Les médicagos locaux seront également étudiés du point de vue de leur utilité potentielle tant dans les assolements permettant de réduire l'érosion du sol que dans la fourniture, pendant la saison de jachère, de fourrage destiné au bétail.

Article VI. Buts de Développement Economique auxquels doit être affecté le Produit des Ventes revenant au pays importateur

A. Le Gouvernement Tunisien destine le montant des sommes tirées de la vente des produits agricoles, au titre de cet Accord au financement des mesures d'auto-assistance énoncées dans l'Accord, et aux secteurs de développement rural et agricole conçu de manière à permettre aux populations déshéritées un accès accru à un approvisionnement alimentaire adéquat, nutritif et stable.

B. A cet effet, en utilisant le produit des ventes, le Gouvernement Tunisien entend s'attacher à améliorer directement, d'une part,

conditions de vie des populations déshéritées et, d'autre part, leur capacité de participer au développement de la Tunisie.

EN FOI DE QUOI, les représentants respectifs, dûment autorisés à cet effet, ont signé le présent Accord.

Fait à Tunis, le dix-sept mai 1982, en deux exemplaires originaux, en langue anglaise et en langue française, les deux textes faisant également foi.

POUR LE GOUVERNEMENT
DES ETATS-UNIS D'AMERIQUE

WALTER L. CUTLER
Ambassadeur des Etats-Unis
d'Amérique à Tunis

[SEAL]

POUR LE GOUVERNEMENT
DE LA REPUBLIQUE TUNISIENNE

AHMED BEN ARFA
Directeur Général
de la Coopération Internationale

[SEAL]

ACCORD DE VENTES DU TITRE I DE LA LOI PUBLIQUE 480

PROCES-VERBAL DES NEGOCIATIONS

Des représentants des Ministères des Affaires Etrangères, du Plan et des Finances, de l'Economie Nationale et de l'Agriculture de la République Tunisienne ont tenu, au cours du mois d'avril 1982, une série de réunions avec des représentants de l'Ambassade des Etats-Unis d'Amérique et de la Mission A.I.D. pour négocier un Accord amendant certaines parties de l'Accord de Ventes du Titre I de la Loi Publique 480 (PL 480) signé le 7 juin 1976 entre le Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la République Tunisienne.

SECTION I - AUTO-ASSISTANCE ET UTILISATION DU PRODUIT DES VENTES

1. Durant les négociations, les représentants américains ont rappelé certaines sections et dispositions de la Loi Publique 480, par exemple:

(a) La Section 106 (b) stipule qu'en négociant des accords de ventes, on devra particulièrement insister sur le fait que l'utilisation du produit de ces ventes dans le pays bénéficiaire doit être axée sur les objectifs liés directement à l'amélioration des conditions de vie de ses populations les plus pauvres et leur capacité à participer au développement de leur pays. Ainsi, il est exigé que le produit de ces ventes doit servir à la réalisation de programmes de développement agricole, de développement rural, de planification nutritionnelle et de planning familial.

(b) La Section 109 (a) de la PL 480 stipule qu'avant de signer des accords sur la vente de produits, le Président tiendra compte du niveau des efforts entrepris par le pays bénéficiaire dans la mise en oeuvre des mesures d'auto-assistance destinées, d'une part à accroître la production agricole par tête d'habitant et, d'autre part, à améliorer les installations d'entreposage et le réseau de distribution des produits agricoles. En outre, le Président tiendra particulièrement compte du degré selon lequel ces

mesures sont en train d'être exécutées suivant des méthodes destinées, d'une part, à contribuer directement au développement du progrès des régions rurales pauvres et, d'autre part, à inciter la participation active des populations déshéritées dans l'accroissement de la production des petites exploitations agricoles.

(c) Section 109 (d) qui a été récemment introduite, requiert que dans chaque accord ou amendement, le développement économique et les mesures d'auto-assistance que le pays bénéficiaire convient d'entreprendre doivent être décrits, dans toute la mesure du possible (1) en termes spécifiques mesurables, et (2) d'une manière qui assure que les populations pauvres du pays bénéficiaire seront les principales bénéficiaires des mesures d'auto-assistance entreprises en application de cet accord. En outre, le Président prendra, dans toute la mesure du possible, des mesures appropriées dans chaque accord signé dans le cadre du Titre I et dans chaque amendement apporté à un tel accord (1) pour s'assurer que les mesures convenues viendront s'ajouter aux mesures que le pays bénéficiaire aurait prises indépendamment de cet accord ou amendement, et (2) pour déterminer si les dispositions relatives au développement économique et à l'auto-assistance de chaque accord ou amendement signé, sont pleinement observées.

2. Durant les discussions, il a été noté que l'Accord actuel pour 1982 constitue une partie de la stratégie pluriannuelle du Titre I mise en application à partir de cette année. Il a été convenu que certaines mesures dans le programme tunisien seraient élargies conformément aux mesures d'auto-assistance décrites dans cet Accord et dans le Document du Programme, préparé en Mars 1981 définissant la proposition pluriannuelle faite par la Tunisie dans le cadre du Titre I de la PL 480. Un aide-mémoire en Annexes A et B établi d'un commun accord entre les deux parties

assurera le suivi de l'exécution des mesures d'auto-assistance prévues dans l'Accord. Il a également été convenu que les parties discuteraient périodiquement du progrès des activités individuelles du programme.

Il a, en outre, été noté que l'exécution de ces Mesures d'Auto-Assistance serait le principal facteur parmi tous les facteurs qui devraient régir les futures disponibilités des fonds du Titre I, et que les deux parties s'efforceraient de leur mieux de poursuivre l'exécution de la stratégie pluriannuelle du Titre I.

3. Il a été également précisé qu'une enquête sur échantillon des petits et moyens exploitants agricoles est actuellement effectuée par le Ministère de l'Agriculture et permettra d'évaluer l'utilisation et l'accès des petits et moyens exploitants aux engrais azotés et leurs connaissances à cet égard.

4. Le Ministère de l'Agriculture a également convenu de poursuivre ou d'achever un certain nombre d'études qui soutiennent le programme pluri-annuel, notamment:

(a) Des études agronomiques poussées concernant la réaction des principales cultures tunisiennes à l'application d'engrais dans des conditions locales de climat et de sol.

(b) La préparation de l'expansion des analyses du sol au moyen des installations existantes et d'autres à créer.

(c) Une étude comparative des coûts des différentes formules d'octroi de crédits de toute nature pour l'acquisition d'engrais qui devrait être achevée en été 1982 pour permettre la prise de décision l'été suivant.

5. En ce qui concerne les Mesures spécifiques d'Auto-Assistance au titre de l'Accord de cette année, il a été constaté que ces mesures, en général, s'expliquaient d'elles-mêmes. Cependant, les deux parties ont souligné que, dans le cadre des Mesures d'Auto-Assistance, le Gouvernement Tunisien envisage d'entreprendre les actions suivantes:

(a) Multiplier des points publics et inciter à la multiplication des points privés et coopératifs pour la vente d'engrais au détail, y compris quarante et un (41) nouveaux dépôts à construire.

(b) Augmenter le nombre des cellules de vulgarisation agricole de soixante (60) et fournir une formation complémentaire sur le tas à environ 200 agents de vulgarisation.

(c) Achever les installations de deux laboratoires et commencer les prestations de services en matière d'analyses du sol, de l'eau et des tissus cellulaires des plantes.

(d) Augmenter le financement des crédits de campagne pour les céréales et les cultures maraîchères d'environ 27 millions de dinars tunisiens, et accorder également des augmentations appropriées de l'enveloppe pour d'autres cultures.

(e) Entamer le programme de renforcement de la capacité nationale de stockage des céréales de 100,000 tonnes métriques additionnelles.

6. Il a été convenu que l'effort accéléré dans la procédure d'homologation des titres de propriété se traduira par l'attribution d'un plus grand nombre de certificats de possession à un rythme plus rapide.

7. En ce qui concerne la Mesure d'Auto-Assistance concernant la vulgarisation, il a été souligné en particulier que la communication dans les deux sens doit être encouragée tant entre les vulgarisateurs et les exploitants, qu'entre les vulgarisateurs et les chercheurs.

SECTION II - INFORMATIONS SUPPLEMENTAIRES

Durant ces réunions, les clauses de l'Accord proposé ont été examinées et approuvées par toutes les parties. En outre, les représentants américains ont expliqué que dans le but d'accélérer (a) la signature de l'Accord et (b) la mise en exécution de l'Accord après signature, y compris l'achat et l'expédition à temps par bateau des produits avant le 30 septembre 1982, le Gouvernement Tunisien devrait:

1. Fournir à l'Ambassade des Etats-Unis d'Amérique les renseignements suivants:

(a) Type et grade des céréales à acheter en respectant les normes officielles de qualité des produits (céréales) appliquées aux Etats-Unis.

(b) Proposition d'un calendrier pour la passation des contrats et la livraison; par livraison on entend livraison des céréales aux bateaux dans les ports américains.

(c) Des assurances que les autorités compétentes du Gouvernement Tunisien sont prêtes à ouvrir des lettres de crédit et à effectuer des transferts rapides de fonds pour assurer (1) le paiement initial de quinze (15) pour cent et (2) le paiement du montant du fret maritime correspondant aux produits achetés au titre de l'Accord.

(d) Le nom et l'adresse complète de (1) la banque tunisienne et (2) de la banque commerciale américaine par l'intermédiaire de laquelle des Lettres de Crédit pour le paiement des produits et du fret maritime seront ouvertes.

(e) Des assurances que des installations adéquates pour le stockage et la manutention seront disponibles au moment où les produits achetés au titre de l'Accord quitteront les Etats-Unis et ce, afin d'éviter toutes pertes ou avaries anormales.

(f) Des assurances que la fourniture des produits financés au titre de l'Accord n'entravera pas d'une manière significative les efforts entrepris par le Gouvernement Tunisien dans les domaines de la production agricole et de la commercialisation.

2. Donner à l'Ambassade de Tunisie à Washington:

(a) Les renseignements décrits à la Section II aux paragraphes 1 (a), (b), (c) et (d), ci-dessus.

(b) Des directives complètes et les pouvoirs nécessaires pour habiliter l'Ambassade de Tunisie à Washington à demander par écrit les Autorisations de Cession des produits, à procéder à l'acquisition des produits et à passer des contrats pour le transport maritime (y compris la désignation des agents responsables des achats et/ou des agents maritimes, si nécessaire).

(c) Des directives pour contacter la "Program Operations Division, Export Credits Section, Foreign Agricultural Service", du Département Américain de l'Agriculture (Téléphone (Inficatif: 202) 447-5780) au cas où davantage d'aide s'avérerait nécessaire en vue de l'exécution de l'Accord.

SECTION III - DONNEES OPERATIONNELLES

Les représentants américains rappelèrent diverses procédures opérationnelles et exigences en matière de rapports tel que cela est présenté ci-dessous:

1. Les Dispositions Réglementaires et Législatives requises par la Loi Publique 480, Titre I, prévoient que l'achat des produits agricoles alimentaires dans le cadre de l'Accord du Titre I doit être fait par voie d'appels d'offres publics publiés aux Etats-Unis. Les offres soumises devront répondre aux critères spécifiés dans les appels d'offres. La réception et l'ouverture des plis se feront en séance publique aux Etats-Unis. Toutes les adjudications au titre des appels d'offres doivent se conformer aux procédures d'adjudication par voie d'appels d'offres publics, concurrentiels et répondre aux critères définis.

2. Les dispositions de tous les Appels d'Offres (y compris celles des appels d'offres pour fret maritime) doivent être approuvées par le "General Sales Manager, Foreign Agricultural Service" du Département Américain de l'Agriculture, avant leur publication, De plus, si les

appels d'offres émis par le Gouvernement Tunisien requièrent un cuationnement provisoire, la demande doit être équitable pour le vendeur et l'acheteur. En vue de satisfaire ce souci, des Responsables du Ministère Américain de l'Agriculture sont en train de mettre qu point les termes de garantie d'exécution qui pourraient être utilisés dans la préparation des appels d'offres. Ces responsables, en collaboration avec les représentants Tunisiens aux Etats-Unis chargés des achats, seront disponibles pour définir les termes de la garantie d'exécution.

3. Le paiement de commissions, honoraires ou autres à tout agent vendeur, qu'il soit employé ou engagé par le fournisseur pour l'obtention d'un contrat, est prohibé et ce pour toute opération d'achat de produits alimentaires dans le cadre des accords du Titre I.

4. Si le Gouvernement Tunisien nomme un agent responsable des achats ou un agent maritime pour l'acquisition des produits ou pour effectuer les démarches pour le transport maritime dans le cadre de l'Accord, le Gouvernement Tunisien doit notifier par écrit cette nomination au "General Sales Manager, Foreign Agricultural Service" du Département Américain de l'Agriculture et joindre une copie du contrat de représentation proposé. La nomination de tous les agents maritimes ou responsables des achats doit être approuvée par le General Sales Manager, Foreign Agricultural Service" du Département Américain de l'Agriculture, conformément aux mesures réglementaires prévues, afin d'éliminer de possibles conflits d'intérêt.

5. Des mesures appropriées doivent être prises par le Gouvernement Tunisien pour s'assurer que des Lettres de Crédit en règle et irrévocables pour le paiement des produits et du fret maritime seront ouvertes, notifiées ou confirmées par une banque commerciale américaine auparavant désignée par le Gouvernement Tunisien dès que les produits

seront achetés et réservation effectuée pour le transport maritime.

6. Le Gouvernement Tunisien devra ouvrir des Lettres de Crédit pour la totalité (cent pour cent) du coût du fret maritime au plus tard quarante-huit (48) heures avant la présentation du bateau pour le chargement, permettant un paiement à vue ou l'acceptation d'une traite libellée en dollars U.S. en faveur du transporteur maritime sur la base du tonnage et du taux spécifiés dans la charte partie correspondante ou l'engagement d'affrètement. En outre, on a fait remarquer que des fournisseurs de produits et des transporteurs peuvent refuser de charger les bateaux si des Lettres de Crédit acceptables pour le paiement des produits ou du fret maritime ne sont pas disponibles au moment du chargement. Ceci peut entraîner une demande en dommages et intérêts élevés par les armateurs (pour surestarie) et par les fournisseurs de produits (pour frais d'immobilisation).

7. Si un contrat de fret maritime prévoit des indemnités de surestarie/dispatch, quatre-vingt dix (90) pour cent du montant du fret maritime doivent être payés à l'arrivage de la cargaison. Les dix (10) pour cent restants, moins l'éventuel dispatch, devront être payés au transporteur aussitôt l'état d'estarie établi. S'il existe un litige quelconque sur le montant du dispatch, l'armateur devra percevoir cette portion des dix (10) pour cent restant non contestés. Des recours contre le transporteur pour pertes ou avaries de la cargaison devraient être effectués selon les procédures en usage; cela ne saurait donner lieu à des retenues sur les paiements au titre du fret maritime.

8. La soumission des rapports constitue une part essentielle du Programme de Ventes du Titre I, Pl 480. En conséquence, il incombe au Gouvernement Tunisien de soumettre en temps opportun et conformément aux Dispositions Générales de l'Accord, les rapports suivants: Le rapport de conformité (Compliance Progress), les rapports d'Expédition et d'Arrivée des produits,

le rapport d'Auto-Assistance, et le rapport sur l'Utilisation du Produit des Ventes.

Il est important de soumettre ces rapports en temps opportun afin que les renseignements qui y figurent puissent être présentés au Congrès Américain à dates fixes. Le défaut de soumission en temps opportun de rapports précis et substantiels pourrait retarder l'accomplissement des formalités relatives aux demandes présentées ultérieurement dans le cadre du Titre I. Le Rapport d'Auto-Assistance devra contenir des détails suffisants et des explications claires pour exposer au Congrès Américain, les progrès accomplis et démontrer que le produit des ventes dans le cadre du Titre I, d'un montant égal au déboursement, a été et sera utilisé aux fins de développement économique définies dans les accords du Titre I.

9. Les dates de soumission desdits rapports à l'Ambassade Américaine sont établies ci-après:

(a) Rapport de Conformité: Trimestriel - vingt (20 jours après la fin de chaque trimestre, c'est-à-dire les 20 janvier, 20 avril, 20 juillet et 20 octobre.

(b) Rapport d'Auto-Assistance: Annuel - soixante (60) jours après la fin de l'année budgétaire américaine, c'est-à-dire le ler décembre.

(c) Rapports d'Expédition et d'Arrivée des produits: Pour chaque cargaison, dix (10) jours après soumission par l'Ambassade Américaine des relevés afférents à chaque expédition.

(d) Rapport sur l'Utilisation du Produit des Ventes: Annuel - neuf (9) mois après la clôture de l'année budgétaire tunisienne, c'est-à-dire le 30 septembre.

FAIT A TUNIS, le dix-sept mai 1982, en deux exemplaires originaux, en langue anglaise et en langue française, les deux textes faisant également foi.

POUR LE GOUVERNEMENT
DES ETATS-UNIS D'AMERIQUE

WALTER L. CUTLER
Ambassadeur des Etats-Unis
d'Amérique à Tunis

POUR LE GOUVERNEMENT DE LA
REPUBLIQUE TUNISIENNE

AHMED BEN ARFA
Directeur Général
de la Coopération Internationale

ANNEXE A

ECHEANCIER DU PROGRAMME PL 480 - GOUVERNEMENT TUNISIE

(Mars 1982 à Avril 1983)

Mars 1982

- Transmettre le rapport d'auto-assistance
- Participer avec l'A.I.D. à un examen conjoint des progrès accomplis l'année dernière et parvenir à un consensus sur des actions appropriées à entreprendre l'année prochaine pour la section auto-assistance de la PL 480.
- Commencer la préparation d'un plan détaillé d'exécution pour 1982-83.
- Commencer l'assemblage des données de l'Enquête de Base de 1982 qui contient un questionnaire élargi comportant une nouvelle section sur les intrnats.

Avril 1982

- Examen trimestriel de la situation des engrais, préparation du calendrier d'importation pour l'année 1982-83.
- Commencer le travail sur le programme détaillé de traitement et d'analyse informatiques de la Phase I de l'étude sur les facteurs empêchant les petits exploitants d'utiliser davantage d'intrants et ce en employant les données de l'Enquête de Base de 1982.
- Négocier et signer l'accord PL 480 pour l'année 1982.

Mai-Juillet 1982

- Arrêter le calendrier et les dispositions en vue des importations au titre de la PL 480.
- Entreprendre la construction des nouveaux centres de stockage des engrais.
- Préparer un plan analytique détaillé pour l'analyse de la Phase I de l'étude des facteurs empêchant les petits exploitants d'utiliser davantage d'intrants.

- Achever la révision, la saisie et la vérification des programmes.
- Le Ministère de l'Agriculture achève l'étude du budget du Ministère pour l'année 1983.
- Annoncer la décision de la nouvelle marge de distribution de l'ammonitre et du supertriple phosphate consentie aux distributeurs privés et aux coopératives.

Juillet-Septembre 1982

- Examen trimestriel de la situation des engrais.
- Planifier et commencer la recherche sur les coûts/avantages à utiliser d'autres formes d'engrais.
- Décision prise concernant les dispositions arrêtées pour la création d'environ 40 dépôts (pour la vente en gros et au détail) d'engrais.
- Achever le traitement informatique de la Phase I de l'étude sur les facteurs empêchant les petits exploitants d'utiliser davantage d'intrants.
- Achèvement de l'examen des documents traitant des autres formes d'engrais.

Octobre-Décembre 1982

- Achèvement de l'analyse des tableaux des données (Phase I de l'étude des facteurs empêchant les petits et moyens exploitants d'utiliser davantage d'intrants).
- Commencement des travaux sur le terrain sur de nouvelles formes d'engrais.
- Achèvement du programme initial de recherche de la Phase II de l'étude.
- Fin de l'examen trimestriel de la situation des engrais.
- Examen d'autres éléments du programme - vulgarisation, recherche, analyse du sol, crédit, études, etc.
- Vers la fin de ce trimestre les premiers centres de stockage sont presque prêts.

- Travaux commencés sur d'autres installations de vente en gros et au détail (dans la mesure où la construction relève du secteur public).
- Examen de la suffisance des mesures de nature à encourager les détaillants privés et les coopératives à vendre des engrais.

Janvier-Mars 1983

- Achèvement de la construction des premiers centres de stockage des engrais.
- Achèvement de la Phase I de l'étude (version provisoire), sur les facteurs empêchant les petits et moyens exploitants à utiliser davantage d'engrais.
- Achèvement de la mise au point finale des préparatifs, y compris les vérifications sur le terrain des programmes, en vue de la Phase II de l'étude sur les facteurs empêchant les petits et moyens exploitants à utiliser davantage d'intrants.

Mars 1983

- Préparation et soumission des données de base sur le progrès accompli.
- Participation à l'évaluation annuelle conjointe.
- Discussions avec l'A.I.D. des actions prévues pour 1983-84 et devant faire partie de l'Accord PL 480 pour l'année 1983.

Avril 1983

- Négociation et signature de l'Accord PL 480 pour l'année 1983.
- Commencement des travaux sur le terrain et relatifs à la Phase II de l'étude sur les facteurs empêchant les petits et moyens exploitants à utiliser davantage d'intrants.
- Commencement d'autres actions requises et relatives à divers autres éléments tels que l'expansion du réseau de distribution des engrais, les mesures de nature à améliorer la vulgarisation, la recherche, le crédit et les essais de sol.

ANNEXE B

ECHEANCIER DU PROGRAMME PL 480 - GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE

(Mars 1982 à Avril 1983)

Mars 1982

- Examen des activités et des résultats enregistrés au cours de la dernière année.
- Participation aux discussions conjointes en vue de parvenir à un consensus sur des actions appropriées pour 1982-83 qui constitueront une base pour les clauses proposées pour les mesures d'auto-assistance au titre de l'accord PL 480 pour l'année 1982.
- Rédaction et transmission à l'A.I.D./Washington des instructions proposées en vue de la négociation des clauses d'auto-assistance.

Avril 1982

- Signature de l'accord PL 480 pour l'année 1982.

Mars 1982 à Avril 1983

- Suivi de l'avancement de la réalisation du programme, notamment de ce qui est du volet azote.

Avril-Juillet 1982

- Examen des projets en vue d'identifier les domaines où l'assistance de l'A.I.D. pourrait être dirigée en vue de soutenir plus spécifiquement le programme PL 480, notamment:

  - la recherche sur les vieilles et les nouvelles formes d'engrais et leurs coûts et avantages relatifs à l'endroit des exploitants agricoles et de l'économie nationale;
  - l'expansion du crédit;
  - l'expansion de la vulgarisation et des analyses de sols;
  - l'étude d'autres mesures requises de nature à améliorer l'approvisionnement, la programmation et la distribution des engrais.

- Prise des dispositions de nature à prévoir des ressources en vue de prêter assistance là où cela est possible.

Mai-Juillet 1982

- Emission des Autorisations d'Achats de produits.

Février 1983

- Prise des dispositions en vue de participer à l'examen des activités réalisées en 1982-83.

Mars 1983

- Réception du rapport annuel soumis par le Gouvernement Tunisien.
- Participation à l'examen annuel conjoint Gouvernement Tunisien - A.I.D. en vue de l'étude des progrès réalisés.
- Discussion des actions requises en 1983-84 et devant servir de base aux clauses d'auto-assistance.
- Rédaction des clauses d'auto-assistance proposées et leur soumission à l'A.I.D./Washington.

Avril 1983

- Négociation et signature de l'Accrod PL 480 pour l'année 1983.

DOMINICAN REPUBLIC

Agricultural Commodities

Agreement signed at Santo Domingo May 21, 1982;
Entered into force May 21, 1982.
With memorandum of understanding.

AGREEMENT BETWEEN THE GOVERNMENT OF THE

UNITED STATES OF AMERICA AND THE

GOVERNMENT OF THE DOMINICAN REPUBLIC

FOR THE SALE OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of the Dominican Republic agree to the sale of agricultural commodities specified below. This Agreement shall consist of the Preamble and Parts I and III of the Agreement signed September 28, 1977,[1] together with the following Part II.

PART II. Particular Provisions

ITEM I. Commodity Table:

Commodity	Supply Period (United States Fiscal Year)	Approximate Quantity (Metric Tons)	Maximum Export Market Value Dols. (Millions)
Corn/Sorghum	1982	100,000	$11.7
Soybean/Cottonseed Oil	1982	10,000	5.3
Total			$17.0

ITEM II. Payment Terms:

Convertible local currency credit (CLCC)

a. Initial Payment - Five (5) Percent

[1] TIAS 8944; 29 UST 2377.

b. Currency Use Payment - Five (5) percent for section 104(a) purposes

c. Number of Installment Payments - Seventeen (17)

d. Amount of Each Installment Payment - Approximately equal annual amounts.

e. Due Date of the First Installment Payment - Four (4) years after date of last delivery of commodities in each calendar year.

f. Initial Interest Rate - Three (3) percent.

g. Continuing Interest Rate - Four (4) percent.

ITEM III. Usual Marketing Table

Commodity	Import Period (United States) Fiscal Year)	Usual Marketing Requirements (Metric Tons)
Feed Grains	1982	96,000 metric tons
Edible Oil	1982	45,000 metric tons of which at least 38,000 metric tons shall be imported from the United States

ITEM IV. Export Limitations:

A. The export limitation period shall be United States fiscal year 1982, or any subsequent United States fiscal year during which commodities financed under this agreement are being imported or utilized.

B. Commodities to Which Export Limitations Apply:

For the Purposes of Part I, Article III A (4) of this agreement, the commodities which may not be exported are: for corn/sorghum - corn, cornmeal, barley, grain sorghum, rye, oats, and any other feed grains including mixed feeds containing predominantly such grains; and for soybean/cottonseed oil - all edible vegetable oils including peanut oil, soybean oil, cottonseed oil, rapeseed oil, sunflower oil, sesame oil, and any other edible vegetable oil or oil bearing seeds from which these oils are produced.

ITEM V. Self-Help Measures:

A. The Government of the Dominican Republic agrees to undertake self-help measures to improve the production of agricultural commodities. The following self-help measures shall be implemented to contribute directly to development progress in poor rural areas and enable the poor to participate actively in increasing agricultural production and productivity through small farm agriculture.

B. The Government of the Dominican Republic agrees to undertake the following activities and in doing so to provide adequate financial, technical managerial resources for their implementation:

(1) African Swine Fever.

(a) Continue efforts in African Swine Fever surveillance. Train specialists, as required, in detection of the disease. Keep diagnostic centers supplied with necessary equipment.

(b) Provide funding for local costs associated with swine repopulation activities.

(2) Agricultural Production.

Continue efforts to expand food crop production, with special emphasis on programs assisting small farmers to improve their agricultural productivity. As part of this effort the GODR will:

(a) Continue the activities and programs of the Agricultural Bank, working with USAID and the Inter-American Bank, to increase the availability of credit for small farmers and farmer associations. Efforts will also be made to increase their access to farm inputs including seed, fertilizer, pesticides, and hand tools.

(b) Continue efforts to reconstruct and upgrade the rural transportation network. Special emphasis shall be placed on programs of maintenance and rehabilitation of rural feeder roads.

(c) Continue efforts to improve management of irrigation facilities, including providing training in water resource management to appropriate technicians and managers.

(d) Continue review of the operations of the Dominican Price Stabilization Institute (INESPRE) to insure that small-scale producers are benefiting to the maximum possible extent from price support programs.

(e) Implement programs in soil conservation.

(3) Training.

(a) Expand and improve training programs and extension services for small farmers and farmer associations. Emphasis shall be placed on encouraging the adoption of high yielding varieties of food crops and modern cultivation and production techniques.

(b) Implement training programs for staff level personnel and mid-level management for the execution of resource conservation programs. The USDA, Title XII Institutions and/or other international agencies may be used to provide technical assistance for this activity.

(4) Upgrade rudimentary health services offered to the rural poor population through the Secretariat of Health. Provide budget support for: (a) inoculation against prevailing contagious diseases; (b) family planning services; and (c) improvement of rural sanitation and shelter.

(5) Continue to improve access to rural education facilities, including training, curriculum development, and materials production.

ITEM VI. Economic Development Purposes for Which Proceeds Accruing to Importing Country Are to be Used:

A. The proceeds accruing to the Government of the Dominican Republic from the sale of commodities financed under this agreement will be used for financing the self-help measures set forth in the agreement, and for development in the agricultural sector, in a manner designed to increase the access of the poor in the recipient country to an adequate, nutritious, and stable food supply.

B. In the use of proceeds for these purposes, emphasis will be placed on directly improving the lives of the poorest of the Dominican people and their capacity to participate in the development of their country.

ITEM VII. This Agreement is prepared in both English and Spanish. In the event of ambiguity or conflict between the two versions, the English language version will control.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present Agreement. Done at Santo Domingo, in duplicate, the 21 day of May, 1982.

FOR THE GOVERNMENT OF
THE DOMINICAN REPUBLIC:

BY: _____
Antonio Guzmán

TITLE: President

FOR THE GOVERNMENT OF
THE UNITED STATES OF AMERICA:

BY: _____
Robert L. Yost

TITLE: Ambassador

MEMORANDUM OF UNDERSTANDING

TO ESTABLISH THE OPERATIONAL PROCEDURES FOR THE USE OF THE PROCEEDS GENERATED UNDER THE PL-480 TITLE I[1] AGREEMENT

Memorandum of Understanding dated May 21, 1982, between the Government of the Dominican Republic (Importing Country) and the United States of America (Exporting Country).

The purpose of this Memorandum is to set out the understandings between the Importing Country and the Exporting Country concerning the relationships and responsibilities of the different agencies of the Importing Country involved in the import and sale of commodities as well as in programming, use and control of the proceeds generated under the PL-480 Agreement executed on September 28, 1977, as amended (The Agreement).

The Importing and Exporting Countries, therefore, agree to the following:

A. The Instituto Nacional de Estabilización de Precios (INESPRE) will deposit through commercial banks all proceeds from the sale or disposition of the commodities under this Agreement in the Special Peso Account established in the Central Bank of the importing country the next working day following the sale or disposition of the commodities but in

[1] 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*

no case later than 60 days after the arrival of the commodities to the Importing Country. Any extension of such period must be approved in writing by the Technical Secretariat of the Presidency and A.I.D.

B. INESPRE will inform the Technical Secretariat of the Presidency, the Secretariat of State for Finance, the Central Bank, the United States Embassy, the U.S. Agricultural Attaché (USDA/DR), and the Agency for International Development (A.I.D.), in writing: (1) the arrival date and the disposition of the commodities, and the date of deposit in the Central Bank, through the Commercial Banks, of the proceeds from the sale of commodities. This information will include but not be limited to the following documentation: bill of lading, consular invoice, and supplier's invoice; (2) when required by the U.S. Agricultural Attaché (USDA/DR), INESPRE will complete the special form for shipping, arrival, and attesting to the condition of specified PL-480 commodities.

C. INESPRE will provide the Technical Secretariat of the Presidency, the Secretariat of State for Finance, the Central Bank, the U.S. Agricultural Attaché (USDA/DR), and the Agency for International Development (A.I.D.) in writing, quarterly compliance, shipping and arrival reports required by the agreement in original form. The reporting due dates for compliance reports in question are February 1, May 1, August 1, and November 1.

D. CEDOPEX will provide the Technical Secretariat of the Presidency, the Secretariat of State for Finance, the Central Bank, the U.S. Agricultural Attaché (USDA/DR), and the Agency for International Development (A.I.D.) in writing a special report covering Dominican

exports of certain raw, semi-processed and processed agricultural commodities regardless of country of destination. The commodities and products covered are as follows:

1. All Dominican exports of whole, cracked, rolled, flaked, or ground corn, corn meal, corn oil, grits, bakers grits, grits for beer and corn as a part of an unprepared or a prepared feed ration and all other exports of derivatives of corn.

2. All exports of animal feeds either prepared or unprepared, containing corn, wheat or rice. All human foods prepared or unprepared containing corn, wheat or rice.

3. All exports of vegetable oil as further defined to be soybean oil, cottonseed oil, coconut oil or palm oil.

The report will be delivered by CEDOPEX on the fifteenth of each month beginning with the first fifteenth occurring after the signing of the agreement. The report will cover the just completed 30 days export period.

E. Within the U.S. Embassy, the Office of the Agricultural Attaché shall be contacted directly for problems which fall into the following categories:

1. Commodity information to assist with program determination, including quality, grade and types of grains required.
2. Requested changes in the commodity mix.
3. Arrearages in PL 480 payments involving past programs.
4. Demurrage problems.
5. Preparing and execution of purchase authorizations.

6. Shipping and arrival information.

7. Problems and questions relating to exports of certain products and/or commodities.

F. The Central Bank will inform the Technical Secretariat of the Presidency of the Importing Country, the Secretariat of State for Finance, and A.I.D. of all deposits of the proceeds from the sale of commodities and will submit any financial information that A.I.D. might reasonably request.

G. 1. The Technical Secretariat of the Presidency of the Importing Country, jointly with A.I.D. will plan and program the use of the proceeds generated under the Agreement. Therefore, in accordance with the terms of Part II, Item VI of the Agreement, it is understood that the Technical Secretariat of the Presidency of the Importing Country will plan and program the use of the proceeds generated under the Agreement and will submit such plan and program for A.I.D. consideration and acceptance. Subsequently and prior to disbursement of the proceeds generated from the sale of the commodities, the Technical Secretariat of the Presidency will submit for A.I.D. acceptance, a detailed plan of each subproject to be financed with the proceeds generated under this Agreement.

2. In addition, by November 15 of each calendar year, the Technical Secretariat of the Presidency will furnish to A.I.D. a detailed report of the progress the Government of the Importing Country is making in carrying out the self-help measures described in Part II, Item V of

this Agreement. The Technical Secretariat will also submit to A.I.D. quarterly compliance reports, end-of-project report for each subproject, as well as any other reports that A.I.D. may reasonably request.

H. The Importing country will:

1. Furnish A.I.D. and USDA/DR such information and reports relating to this Agreement as A.I.D. may reasonably request.

2. Maintain or cause to be maintained, in accordance with generally accepted accounting principles and practices consistently applied, books and records relating to this Agreement. Such books and records will be audited regularly, in accordance with generally accepted auditing standards and maintained for three years after the date of arrival of the commodity, or after the last disbursement of proceeds by the Central Bank, whichever occurs later.

3. Afford authorized representatives of any party to this Memorandum of Understanding the opportunity at all reasonable times to inspect the project sites financed with the proceeds, and all books, records, and other documents relating to this Memorandum of Understanding and the Agreement.

I. To assist the Importing Country in the implementation of the Agreement, the Exporting country may, from time to time, issue Operational Letters that will furnish additional information about matters stated in the Agreement and this Memorandum of Understanding. The parties may also use jointly agreed-upon Operational Letters to confirm and record their mutual understanding on aspects of the

implementation of the Agreement. Operational letters will not be used to amend the text of the Agreement, but can be used to record revisions or exceptions which are permitted by the Agreement.

J. At such intervals as the reporting country or the importing country might deem appropriate, but not less than every six months, will meet to review its accomplishments. This will include the review of the achievements of the goals and targets of the general program and of self-help projects.

K. This Memorandum of Understanding forms an integral part of the PL-480 Title I Agreement of 1982.

L. This Memorandum of Understanding is written in both English and Spanish. In the event of ambiguity or conflict between the two versions, the English language version will control. In any case, the Agreement and the Memorandum of Understanding will be signed in both languages.

M. For all purposes relevant to this Memorandum the Importing Country will be represented by the individual holding or acting in the office of the Technical Secretariat of the Presidency or by the individual holding or acting in the office of the Secretary of State for Finance. INESPRE will be represented by the individual holding or acting in the office of the Director of INESPRE; CEDOPEX will be represented by the individual holding or acting in the office of the Director of CEDOPEX; and the Central Bank will be represented by the individual holding or acting in the office of the Governor of the Central Bank. The

Exporting Country will be represented by the individual holding or acting in the Office of the Director, U.S. A.I.D. Mission to the Dominican Republic. Each representative named above, may designate additional representatives for all purposes related to this Memorandum of Understanding. The person acting in the AID/PL-480 Resource Coordinating Unit (ONAPLAN) in the Technical Secretariat of the Presidency will be at the same time the PL-480 Title I Project Coordinator. The designation of this person, who will be named by the importing country, should be acceptable to A.I.D. The names of the representatives of the above Importing Country institutions, with specimen signature will be provided to A.I.D., which may accept as duly authorized any instrument signed by such representatives in implementation of the Agreement and this Memorandum, until receipt of written notice of revocation of their authority.

N. A "Self-help Measures Annex A," which describes the activities for which the proceeds from the agreement can be used and Annex B which describes procedures for disbursement for PL-480 Title I Sales Proceeds are attached and form a part of this Memorandum of Understanding. The elements of Annex A can be changed by written agreement of the authorized representatives of the Technical Secretariat of the Presidency and A.I.D.

O. Prior to the disbursement of any of the proceeds generated under the PL-480 Title I agreement for a particular self-help activity, the Technical Secretariat of the Presidency will provide A.I.D. with the

specific targets to be used to measure the extent to which the particular self-help activity has been carried out.

IN WITNESS WHEREOF, the undersigned each acting on behalf of their respective Agency, have caused this Memorandum to be signed in five (5) originals on this date of May 21, 1982.

FOR THE GOVERNMENT OF THE DOMINICAN REPUBLIC:

Dr. Bolívar Báez Ortiz
Technical Secretary of the Presidency

Lic. Ramón Martínez Aponte
Secretary of State for Finance

Lic. Carlos Despradel
Governor of the Central Bank

Ingr. Gustavo C. Sánchez Díaz
Executive Director, INESPRE

Dr. Jesús María Hernández
Director, CEDOPEX

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

Ronald F. Venezia
Acting Director, USAID
Mission to the Dominican Republic

Robert K. Anlauf
Agricultural Attaché
USDA/DR

ANNEX A

SELF-HELP MEASURES ANNEX

Memorandum of Understanding for the Use of

Proceeds Generated Under the PL-480 Title I Agreement

In accordance with Item V, Self-Help Measures, the following policies and projects will be undertaken:

(A) African Swine Fever ($1.85 million): 185 loans for 3,700 Beneficiaries. Through the Agricultural Bank.

Provide funding through the Agricultural Bank for swine repopulation activities.

(B) Agricultural Production ($7.5 million):

Continue efforts to expand food crop production, with special emphasis on programs assisting small farmers to improve their agricultural productivity. As part of this effort the GODR will:

(1) Continue the activities and programs of the Agricultural Bank, working with USAID and the Inter-American Development Bank, to increase the availability of credit for small farmers and farmer associations ($5.0 million); 4,200 loans for 4,200 Beneficiaries

(2) Efforts will be made to improve management and rehabilitation of irrigation facilities ($1.5 million). Rehabilitation of 500 kms. of irrigation canals.

(3) Review operations of agencies involved in price support programs to assure that small-scale producers are benefiting from price support programs;

(4) Establish a technical unit within the GODR to gather, analyze, and make recommendations about the costs and prices of agricultural inputs and products.

(5) Agroindustrial Credit through the Agricultural Bank. ($1.0 million) 50 loans for 750 Beneficiaries.

(C) Rural Roads ($2.0 million):

Continue efforts to upgrade the rural transportation network. Special emphasis shall be placed on programs of rehabilitation of rural feeder roads. Rehabilitation of 200 Kms. of rural roads.

(D) Rural Sanitation ($2.3 million)

Preventive and simple curative health services, including sanitation, will be available to approximately 80% of the rural population.

(E) Rural Housing ($1.5 million);

For a program to improve the living conditions of the poor people in the rural areas through INVI. Home improvement for on or about 25,000 families.

(F) Improvement of GODR Financing Management Practices for Development Project Operations ($0.15 million)

Establishment of a unit within the Technical Secretariat of the Presidency to examine and reform the financial management practices of the GODR development projects and activities beginning with A.I.D. financed projects. Unit in operation by September 30, 1982.

ANNEX B

PL-480 Funds

Disbursement Procedures for the Implementing Agencies

1. The Implementing Agency will request to the Technical Secretary of the Presidency, the quarterly disbursement (for the first quarter), attaching a list of the expenditures to be incurred. For subsequent requests it should also attach the documents justifying the previous expenditures.

2. The Technical Secretary of the Presidency will authorize the Central Bank, with the approval of the Agency for International Development (A.I.D.), the disbursement of funds for each individual project. (See Annex B.1.)

3. The Central Bank will deposit in the National Treasury the amount requested.

4. The amount disbursed by the Central Bank will be placed in a special account in the National Treasury, named, "PL-480 Special Fund," within the Budget of the Technical Secretariat of the Presidency.

5. The Technical Secretary of the Presidency will request the disbursement of funds from the National Treasury to the Implementing Agency in accordance with procedures established under Dominican laws.

6. The disbursements will be made through checks issued by the National Treasury to the Implementing Agencies of each project, and such funds will be deposited in a bank account separate from their other resources.

7. Under no circumstance will the procedures indicated in No. 5 and 6 above exceed 10 working days.

ATTACHMENT B.1

Banco Central de la República Dominicana
Santo Domingo, D. N.

Dear Sirs:

Pursuant to the agreement entered into between the Government of the Dominican Republic and the U.S. Government, acting through the Agency for International Development on _____, it is hereby requested that the amount of RD$_____ be released from the Special Peso Account established in the Central Bank, in accordance with the terms of PL-480, Title I, Agreeement of _____ _____, 19___, and deposited in the Banco de Reservas de la República Dominicana, Account No._____, entitled "_____ _____".

For your information and/or necessary action, we attach a financial statement which shows the financial status of the project, since its inception to date.

Please notify this office once this action has been completed.

Your prompt attention to this matter will be greatly appreciated.

Sincerely,

_____
Technical Secretary of the Presidency

Concur:

_____
A.I.D.

ATTACHMENT B.2

(GODR Agency)

Project Identification

Financial Status as of_____

Previous Expenditures		RD$
Add: Expenditures this Period:		
Budget Line Item	RD$	
_____		
_____		
_____		
_____		
_____	_____	_____
Total Expenditures to Date		RD$_____
Advance Accounting:		
Advance Balance for previous period		RD$
Advance received during this period		_____
Sub-Total		RD$
Less: Expenditures this period		_____
Advance Balance available for Next Period		RD$
Advance requested for next period		_____
Advance Balance After This Request		RD$_____

ACUERDO ENTRE EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA Y EL GOBIERNO DE LA REPUBLICA DOMINICANA PARA LA VENTA DE PRODUCTOS AGRICOLAS

El Gobierno de los Estados Unidos de América y el Gobierno de la República Dominicana acuerdan la venta de los productos agrícolas especificados más abajo. Este Acuerdo consistirá del Preámbulo y Partes I y III del Acuerdo suscrito el 28 de septiembre de 1977, conjuntamente con la siguiente Parte II.

PARTE II. DISPOSICIONES ESPECIALES

PUNTO I. TABLA DE PRODUCTOS:

Productos	Período Entrega (Año Fiscal de Los Estados Unidos)	Cantidad Aproximada (Toneladas Métricas)	Valor Máximo En Mercado Exportación (Millones En Dólares)
Maíz/Sorgo	1982	100,000	$11.7
Aceite de soya/semilla de algodón	1982	10,000	5.3
TOTAL			$17.0

PUNTO II. CONDICIONES DE PAGO:

Credito convertible de moneda local (CCML)

a. Pago Inicial - Cinco (5) por ciento

b. Pago del uso de la moneda - Cinco por ciento para propósitos de la Sección 104 (A).

c. Número de Pagos a Plazos - Diecisiete (17).

d. Cantidad de Cada Pago a Plazos - Aproximadamente iguales cantidades anuales.

e. Fecha de Vencimiento del Primer Pago a Plazos - Cuatro (4) años a partir de la fecha de la última entrega de productos en cada año calendario.

f. Tasa Inicial de Interés - Tres (3) por ciento

g. Tasa Contínua de Interés - Cuatro (4) por ciento

PUNTO III. CUADRO PARA COMPRAS NORMALES EN MERCADOS COMERCIALES

	PERIODO DE IMPORTACION (AÑO FISCAL DE LOS EE. UU)	REQUERIMIENTOS NORMALES MERCADEO (TONELADAS METRICAS)
Granos Alimenticios	1982	96,000 toneladas métricas
Aceite Comestible	1982	45,000 toneladas métricas de las cuales por lo menos 38,000 toneladas métricas deberán importarse de los Estados Unidos.

PUNTO IV. LIMITACION DE EXPORTACION:

A. El período de limitación de exportaciones será el año fiscal 1982 de los Estados Unidos, o cualquier año fiscal de los Estados Unidos subsiguiente en el cual los productos financiados bajo este Acuerdo estén siendo importados o utilizados.

B. PRODUCTOS A LOS CUALES SE APLICAN LAS LIMITACIONES DE EXPORTACION:

Para los fines del Punto I, Artículo III-A(4) de este Acuerdo, los productos que no podrán ser exportados son: Para maíz - maíz, cebada, grano de sorgo, centeno, avena, y cualquier otro grano alimenticio incluyendo granos mezclados que contengan de forma predominante esos granos; y para aceite de soya/semilla de algodón - todos los aceites vegetales comestibles incluyendo aceite de maní, aceite de girasol, aceite de ajonjolí, y cualquier otro aceite vegetal comestible o semillas que produzcan aceite de las cuales se produzcan estos aceites.

PUNTO V. MEDIDAS DE AYUDA PROPIA

A. El Gobierno de la República Dominicana acuerda llevar a cabo medidas de ayuda propia para mejorar la producción de productos agrícolas. Las siguientes medidas de ayuda propia serán ejecutadas para contribuir directamente al desarrollo de las áreas pobres rurales y capacitar al pobre para que participe activamente en el aumento de la producción y la productividad agrícola a través de una agricultura para pequeñas fincas.

B. El Gobierno de la República Dominicana acuerda llevar a cabo las siguientes actividades y al hacerlo, suministrar adecuados recursos financieros, técnicos y administrativos para su ejecución:

(1) Fiebre Porcina Africana.

(a) Continuar los esfuerzos en la vigilancia de la Fiebre Porcina Africana. Adiestrar especialistas, según se requiera, en la detección de la enfermedad. Mantener centros de diagnósticos provistos de los equipos necesarios.

(b) Suministrar fondos para los costos locales asociados con las actividades de repoblación porcina.

(2) Producción Agrícola.

Continuar los esfuerzos para expandir la producción de cosechas alimenticias, con especial énfasis en los programas de ayuda a los pequeños agricultores para mejorar su productividad agrícola. Como parte de este esfuerzo el GORD:

(a) Continuará las actividades y los programas del Banco Agrícola, trabajando conjuntamente con la USAID y el Banco Interamericano, para aumentar la disponibilidad de crédito para pequeños agricultores y asociaciones de agricultores. También se realizarán esfuerzos para aumentar el acceso a los insumos agrícolas incluyendo semillas, fertilizantes, pesticidas, e instrumentos manuales.

(b) Continuará los esfuerzos para reconstruir y mejorar las redes de transporte rural. Deberá hacer especial énfasis en los programas de mantenimiento y rehabilitación de caminos vecinales.

(c) Continuará los esfuerzos para mejorar la administración de las instalaciones de irrigación, incluyendo el adiestramiento de técnicos y administradores apropiados en la administración de recursos hidráulicos.

(d) Continuará la revisión de las operaciones del Instituto Nacional de Estabilización de Precios (INESPRE) para asegurarse de que los productores a pequeña escala se beneficien al máximo posible de los programas de apoyo a los precios.

(e) Ejecutará programas para la conservación de suelos.

(3) Adiestramiento.

(a) Expandir y mejorar los programas de adiestramiento y servicios de extensión para pequeños agricultores y asociaciones de agricultores. Deberá hacerse especial énfasis en la adopción de variedades de cosechas alimenticias de alta producción así como de técnicas modernas de cultivo y producción.

(b) Ejecutar programas de adiestramiento para el personal de alto y mediano nivel para la ejecución de programas de conservación de recursos. Las instituciones del Departamento de Agricultura de los Estados Unidos Título XII y/u otras agencias internacionales podrán utilizarse para suministrar asistencia técnica para estas actividades.

(4) Mejorar los servicios de salud rudimentarios ofrecidos a la población rural pobre a través de la Secretaría de Estado de Salud. Suministrar apoyo presupuestario para (a) inmunización contra las enfermedades contagiosas predominantes; (b) servicios de planificación familiar; y (c) mejora de la sanidad y vivienda rural.

(5) Continuar el mejoramiento del acceso a las facilidades de educación rural, incluyendo adiestramiento, desarrollo de curriculum y producción de materiales.

PUNTO VI. PROPOSITOS DE DESARROLLO ECONOMICO PARA LOS CUALES SE UTILIZARAN LOS FONDOS PROVENIENTES DE LA VENTA DE LOS PRODUCTOS DEL PAIS IMPORTADOR:

A. Los fondos acumulados por el Gobierno de la República Dominicana mediante la venta de productos financiados bajo este Acuerdo serán utilizados para el financiamiento de las medidas de ayuda propia establecidas en el Acuerdo y para el desarrollo en el sector agrícola, en forma diseñada para aumentar el acceso del pobre del país recibidor a un suministro de alimentos adecuado, nutricional y estable.

B. Al usar los fondos para estos propósitos, se pondrá especial énfasis en mejorar directamente las vidas de las personas de más escasos recursos del pueblo Dominicano y su capacidad de participar en el desarrollo de su país.

PUNTO VII. Este Acuerdo está preparado en inglés y en español. En el caso de ambiguedad o conflicto entre las dos versiones, la versión en inglés prevalecerá.

EN FE DE LO CUAL, los respectivos representantes, debidamente autorizados al efecto, han firmado el presente Acuerdo. Hecho en Santo Domingo, en duplicado, el día 21 del mes de mayo de 1982.

POR EL GOBIERNO DE LA REPUBLICA DOMINICANA:

POR: Antonio Guzmán

CARGO: Presidente

POR EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA:

POR: Robert L. Yost

CARGO: Embajador

CARTA DE ENTENDIMIENTO PARA ESTABLECER LOS PROCEDIMIENTOS OPERACIONALES DEL ACUERDO PL-48- PARA EL USO DE LOS RECURSOS GENERADOS POR LA VENTA DE LOS PRODUCTOS IMPORTADOS

Carta de Entendimiento fechada el 21 de mayo del 1982, entre los Gobiernos de la República Dominicana (País Importador) y de los Estados Unidos de América (País Exportador).

Los propósitos de esta Carta son establecer los entendimientos entre los Países Importador y Exportador con referencia a las relaciones y responsabilidades de las diferentes agencias del País Importador envueltas en la importación y venta de los productos, así como en la programación, utilización y control de los recursos generados bajo el Acuerdo PL-480 suscrito en fecha septiembre 28, 1977, enmendado en esta fecha (Acuerdo) y suscrito junto con esta Carta de Entendimiento.

Los Países Importador y Exportador, por lo tanto, acuerdan lo siguiente:

A. El Instituto Nacional de Estabilización de Precios (INESPRE) depositará, a través de los Bancos Comerciales, todos los recursos provenientes de la venta o disposición de los productos bajo este Acuerdo, en la cuenta especial en pesos establecida en el Banco Central del País Importador al siguiente día laborable de la venta o disposición de los productos, pero, en ningún caso, después de los 60 días posteriores a la llegada de los productos al País Importador. Cualquier extensión de este período deberá ser aprobada por escrito por el Secretariado Técnico de la Presidencia y la A.I.D.

B. INESPRE informará al Secretariado Técnico de la Presidencia, a la Secretaría de Estado de Finanzas, al Banco Central, a la Embajada de los Estados Unidos, Oficina del Agregado Agrícola (USDA/RD) y a la Agencia para el Desarrollo Internacional (A.I.D.), por escrito: (1) la fecha de arribo y la disposición de los productos y la fecha de depósito en el Banco Central, a través de los Bancos Comerciales, de los fondos generados de la venta de los productos. Esta información incluirá, pero no estará limitada, a la siguiente documentación: conocimiento de embarque, factura consular y factura del suplidor; (2) cuando lo sea requerido por la Oficina del Agregado Agrícola (USDA/DR) INESPRE completará el formulario especial para embarque, arribo y atestiguará acerca de la condición de los productos especificados en la PL-480.

C. INESPRE suministrará al Secretariado Técnico de la Presidencia, a la Secretaría de Estado de Finanzas, al Banco Central, a la Embajada de los Estados Unidos, Oficina del Agregado Agrícola (USDA/RD) y a la Agencia para el Desarrollo Internacional (A.I.D.), por escrito, los informes trimestrales de cumplimiento, embarque y fecha de arribo requeridos bajo este Acuerdo en original. Las fechas de vencimiento de los informes de cumplimiento antes mencionados son: 1 de febrero, 1 de mayo, 1 de agosto, y 1 de noviembre.

D. CEDOPEX suministrará al Secretariado Técnico de la Presidencia, a la Secretaría de Estado de Finanzas, al Banco Central, a la Embajada de los Estados Unidos, Oficina del Agregado Agrícola (USDA/RD) y a la Agencia para el Desarrollo Internacional (A.I.D.) un informe especial

detallando las exportaciones Dominicanas de ciertos productos agrícolas crudos, semi-procesados y procesados, independientemente del país de destino. Los artículos y productos cubiertos se indican a continuación.

1. Todas las exportaciones dominicanas de maíz en grano, quebrado, en copos, en hojuelas, o molido, harina de maíz, aceite de maíz, sémola, sémola para panaderos, sémola para cerveza, y maíz que formen parte de una ración alimenticia preparada o sin preparar y todas las exportaciones derivadas de maíz.

2. Todas las exportaciones de alimentos para animales preparados o sin preparar que contengan maíz, trigo o arroz. Todos los alimentos para humanos preparados o sin preparar que contengan maíz, trigo o arroz.

3. Todas las exportaciones de aceite vegetal como más apliamente definidas como aceite de soya, aceite de semilla de algodón, aceite de coco y aceite de palma.

CEDOPEX entregará este informe el día quince de cada mez comenzando con el primer día quince a partir de la ejecución de este Acuerdo. El informe cubrirá las exportaciones de los últimos 30 días.

E. Se podrá consultar en la Embajada de los Estados Unidos, con la Oficina del Agregado Agrícola (USDA/RD), sobre problemas que caen dentro de las siguientes áreas.

1. Información sobre productos para ayudar en la confección del programa la cual incluye la calidad, el grado y tipos de granos requeridos.
2. Cambios requeridos en la composición de los artículos.

3. Atrasos en los pagos del PL-480 incluyendo programas anteriores.

4. Problemas de demoras.

5. Preparación y ejecución de autorizaciones de compra.

6. Información de embarque y arribo.

7. Problemas e interrogantes relacionadas con las exportaciones de ciertos productos y/o artículos.

F. El Banco Central informará al Secretariado Tecnico de la Presidencia, a la Secretaría de Estado de Finanzas, y a la A.I.D., de todos los depósitos de recursos provenientes de la venta de los productos y suministrará cualquier información financiera que la A.I.D. pueda razonablemente solicitar, relacionada con dichos recursos.

G. 1. El Secretariado Técnico de la Presidencia del País Importador, conjuntamente con la A.I.D. planeará y programará el uso de los recursos generados bajo el Acuerdo. Por lo tanto, para los fines descritos en la Parte II del Punto VI del Acuerdo, se entiende que el Secretariado Técnico de la Presidencia del País Importador planeará y programará el uso de los recursos generados bajo el Acuerdo y los presentará a la consideración y aceptación de la A.I.D. Posteriormente, y previo al desembolso de los recursos de la venta de los productos, el Secretariado Técnico de la Presidencia suministrará para la aceptación de la A.I.D., un plan detallado de cada subproyecto a ser financiado con los recursos generados por el Acuerdo.

2. En adición a ésto, para noviembre 15 de cada año calendario, el Secretariado Técnico de la Presidencia suministrará a la A.I.D. un reporte detallado del progreso que el Gobierno del País Importador está haciendo para llevar a cabo las medidas de auto-ayuda descritas en la Parte II, Punto V del Acuerdo. El Secretariado Técnico también suministrará a la A.I.D. un reporte cuatrimestral del avance del programa, y reportes finales de cada subproyecto, así como cualquier otro reporte que la A.I.D. pueda razonablemente solicitar en este sentido.

H. El País Importador deberá además:

1. Suministrar a la A.I.D. y la USDA/RD la información y reportes relacionados con el Acuerdo, que la A.I.D. pueda razonablemente solicitar.

2. Mantener, o hacer que se mantengan, de conformidad con los principios contables generalmente aceptados y con las prácticas aplicadas consistentemente, libros y registros relacionados a este Acuerdo. Dichos libros y registros serán auditados regularmente, de conformidad con las normas de auditoría generalmente aceptadas y serán mantenidos por tres años después de la fecha de arribo de los productos o después del último desembolso de recursos por el Banco Central, cualquiera de ellos que ocurra más tarde.

3. Asimismo permitir a los representantes autorizados de cualquiera de las partes de esta Carta de Entendimiento, la oportunidad en todo momento razonable, de inspeccionar los lugares de los proyectos financiados con los recursos y todos los libros, registros y otros documentos relacionados con esta Carta de Entendimiento y el Acuerdo.

I. Para asistir al País Importador en la ejecución del Acuerdo, el País Exportador podría, de tiempo en tiempo, emitir cartas operacionales que suministrarán información adicional sobre asuntos indicados en el Acuerdo y esta Carta de Entendimiento. Las partes podrían usar conjuntamente cartas operacionales convenidas previamente para confirmar y registrar su mutuo entendimiento sobre aspectos de ejecución del Acuerdo. Estas cartas operacionales no serán usadas para enmendar el texto del Acuerdo, pero podrían ser usadas para registrar revisiones o aceptaciones que son permitidas por el Acuerdo.

J. A los intervalos que el País Importador o el Exportador consideren apropiados, pero no menos de cada 6 meses, se reunirán para revisar sus logros. Esto incluirá la revisión de la obtencion lograda de las metas y objetivos del programa general y los proyectos de ayuda propia.

K. Esta Carta de Entendimiento forma parte integral del Acuerdo de 1982 PL-480 Título I.

L. Esta Carta de Entendimiento ha sido escrita em ambos idiomas, inglés y español. En caso de ambiguedad o conflicto entre las dos versiones, la versión del idioma inglés prevalecerá. En todo caso, el Acuerdo y la Carta de Entendimiento serán firmados en ambos idiomas.

M. Para todos los propósitos relacionados con esta Carta de Entendimiento, el País Importador estará representado por las personas que desempeñen o actúen en los cargos del Secretariado Técnico de la Presidencia o del Secretario de Estado de Finanzas. El Instituto

Nacional de Estabilización de Precios (INESPRE) será representado por la persona que se desempeñe o actúe en la Oficina del Director de INESPRE; CEDOPEX será representado por la persona que se desempeñe o actúe en la Oficina del Director de CEDOPEX; y el Banco Central será representado por la persona que se desempeñe o actúe como Gobernador del Banco Central. El País Exportador será representado por el individuo que se desempeñe o actúe en la Oficina del Director de la USAID Misión en la República Dominicana. Cada una de las mencionadas autoridades, mediante notificación por escrito, podrá nombrar representantes adicionales para todos los fines relacionados con esta Carta de Entendimiento. La persona que actúe en la Unidad Coordinadora de Recursos PL-480 de la A.I.D., en el Secretariado Técnico de la Presidencia (ONAPLAN) será a la vez Coordinador del Proyecto de la PL-480. El nombramiento por el país importador de esta persona deberá ser aceptable a la A.I.D. Los nombres de los representantes de las instituciones del País Importador arriba mencionadas, con el facsímil de sus firmas, serán suministrados a la A.I.D., quién puede aceptar como debidamente autorizado cualquier documento firmado por dichos representantes en la ejecución del Acuerdo y esta Carta de Entendimiento, hasta que se reciba notificación por escrito de la revocación de su autoridad.

N. El Anexo A, "Medidas de Ayuda Propia", el cual describe las actividades para las cuales se pueden usar los fondos generados del Acuerdo, y el Anexo B el cual describe los procedimientos de desembolso de los fondos generados por las ventas de los productos de la PL-480 Título I, se anexan y forman parte de esta Carta de Entendimiento. Los

elementos del Anexo A pueden ser cambiados por los representantes autorizados del Secretariado Técnico de la Presidencia y la A.I.D. por acuerdo por escrito.

O. Previo al desembolso de cualquiera de los fondos generados bajo el Acuerdo PL-480 Título I para una actividad en particular de ayuda propia, el Secretariado Técnico de la Presidencia suministrará a la A.I.D. con los detalles de los objetivos específicos a usarse para medir hasta que fin se ha llevado a cabo la actividad en particular de ayuda propia.

EN FE DE LO CUAL, los abajo firmantes, cada cual actuando en nombre de su respectiva agencia, suscriben este Acuerdo firmado en cinco (5) originales, en fecha 21 de mayo de 1982.

POR EL GOBIERNO DE LA REPUBLICA DOMINICANA

Dr. Bolívar Báez Ortíz
Secretario Técnico de la Presidencia

Lic. Ramón Martínez Aponte
Secretario de Estado de Finanzas

Lic. Carlos Despradel
Gobernador del Banco Central

Ing. Gustavo Os Sánchez Díaz
Director Ejecutivo de INESPRE

Dr. Jesús María Hernandez
Director, CEDOPEX

POR EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA:

Ronald F. Venezia
Director Interino, Misión de la USAID en la República Dominicana

Robert R. Anlauf
Agregado Agrícola
USDA/RD

ANEXO A

MEDIDAS DE AYUDA PROPIA - ANEXO A LA

Carta de Entendimiento para el Uso

De los Fondos Generados Bajo el Acuerdo PL-480 Título I

De acuerdo con el Artículo V, Medidas de Ayuda Propia, las siguientes políticas y proyectos se llevarán a cabo:

(A) Fiebre Porcina Africana ($1.85 millones): 185 préstamos a 3,700 Beneficiarios - a través del Banco Agrícola.

Suministrar fondos a través del Banco Agrícola para las actividades de repoblación porcina.

(B) Producción Agrícola ($7.5 millones)

Continuar los esfuerzos para expandir la producción de cosechas alimenticias, con especial énfasis en los programas de ayuda a los pequeños agricultores para mejorar su productividad agrícola. Como parte de este esfuerzo, el GODR:

(1) Continuará las actividades y los programas del Banco Agrícola trabajando conjuntamente con la USAID y el Banco Interamericano de Desarrollo, para aumentar la disponibilidad de crédito para pequeños agricultores y asociaciones de agricultores ($5.0 millones); 4,200 préstamos a 4,200 Beneficiarios.

(2) Hará esfuerzos para mejorar el manejo y la rehabilitación de instalaciones de irrigación ($1.5 millones); Rehabilitación de 500 Kms. de canales de irrigación.

(3) Revisará las operaciones de las agencias involucradas en programas de apoyo de los precios para asegurarse que los productores a pequeña escala sean beneficiados de los programas de apoyo de los precios;

(4) Establecerá una unidad técnica dentro del GORD para compilar, analizar y hacer recomendaciones acerca de los costos y los precios de insumos y productos agrícolas.

(5) Crédito Agroindustrial a través del Banco Agrícola ($1.0 millones) 50 préstamos a 750 Beneficiarios.

(C) Caminos Vecinales ($2.0 millones):

Continuará los esfuerzos para mejorar las redes de transporte rural. Se le dará especial énfasis a los programas de rehabilitación de caminos vecinales. Rehabilitación de 200 Kms. de caminos vecinales.

(D) Sanidad Rural ($2.3 millones):

(1) Servicios simples de salud preventivos y curativos, incluyendo sanidad, serán disponibles a aproximadamente 80% de la población rural.

(E) Vivienda Rural ($1.5 millones);

Para un programa que mejore las condiciones de vida de las personas pobres en las areas rurales a través del INVI. Mejoramiendo de viviendas para aproximadamente 15,000 familias.

(F) Mejoramiento de las Prácticas de la Administración Financiera del GORD para el Desarrollo de Operaciones de los Proyectos ($0.15 millones)

Establecer una unidad dentro del Secretariado Técnico de la Presidencia para examinar y reformar las prácticas de la administración financiera de los proyectos y actividades de desarrollo del GORD comenzando con los proyectos financiados por la A.I.D. Unidad en operación para el 30 de septiembre de 1982.

ANEXO B

Fondo PL-480

Procedimiento para Desembolsos de las Agencias Ejecutivas

1. La Agencia Ejecutora solicitará al Secretario Técnico de la Presidencia, el desembolso del monto trimestral (para el primer trimestre), anexando una relación de los gastos a efectuarse. Para las solicitudes subsiguientes deberá anexar, además, los documentos que justifiquen los gastos anteriores.

2. El Secretario Técnico de la Presidencia, autorizará al Banco Central de la República Dominicana, con el visto bueno de la Agencia para el Desarrollo Internacional (A.I.D.), el desembolso de los fondos a cada proyecto individual. (Ver Anexo B.1.)

3. El Banco Central depositará en la Tesorería Nacional la suma solicitada.

4. El monto desembolsado será contabilizado en una cuenta especial en la Tesorería Nacional, denominada "Fondo Especial PL-480", en el capítulo presupuestario del Secretariado Técnico de la Presidencia.

5. El Secretario Técnico de la Presidencia, solicitará el desembolso de los fondos de la Tesorería Nacional, a la Agencia Ejecutora, conforme los procedimientos establecidos bajo las leyes dominicanas.

6. Los desembolsos se harán mediante cheques expedidos por el Tesorero Nacional a favor de las Agencias Ejecutoras de cada proyecto, y dichos fondos serán depositados en una cuenta bancaria separada de sus otros recursos.

7. Bajo ninguna circunstancia los procedimientos indicados en los Nos. 5 y 6 excederán de 10 días laborables.

76-477 O - 88 - 35

ANEXO B.1

Banco Central de la República Dominicana
Santo Domingo, D. N.

Estimados señores:

En cumplimiento de los términos del acuerdo entre los Gobiernos de la República Dominicana y los Estados Unidos de Norteamérica, actuando a través de la Agencia para el Desarrollo Internacional, de fecha_____ _____, por medio de la presente se solicita que la suma de RD$_____ sea entregada de la Cuenta Especial en Pesos establecida en el Banco Central, de acuerdo a los términos de la PL-480, Título I, Acuerdo de _____, 19___, y sea depositada en el Banco de Reservas de la República Dominicana, Cuenta No. _____, titulada "_____".

Para su información y/o acción necesaria, le anexamos un estado financiero que muestra la situación financiera del proyecto, desde su inicio hasta la fecha.

Sírvase informar a esta oficina tan pronto dicha acción haya sido completada.

Su pronta atención a este asunto serán muy apreciada.

Atentamente,

_____
Secretariado Técnico de la Presidencia

Visto Bueno:

_____
A.I.D.

ANEXO B.2

(Agencia Ejecutora del GORD)

Identificación del Proyecto

Situación Financiera al _____

Gastos Anteriores		RD$
Más: Gastos de este Período		
Partida del Presupuesto	RD$	
_____		
_____		
_____		
_____		
_____	_____	_____
		RD$_____
Total de Gastos a la Fecha		
Contabilidad del Avance:		
Balance del Avance para el período anterior		RD$
Avance recibido durante este período		_____
Sub-Total		RD$
Menos: Gastos de este período		_____
Balance del Avance		RD$
Avance solicitado para el próximo período		_____
Balance del Avance después de esta solicitud		RD$_____

JAPAN

Oceanography: Deep Sea Drilling Project

Agreement amending the memorandum of understanding of August 5, 1980.
Signed at Washington May 21, 1982;
Entered into force May 21, 1982.

Amendment to

MEMORANDUM OF UNDERSTANDING

between The Ocean Research Institute of
the University of Tokyo

and the

U.S. National Science Foundation
on the participation and cooperation of Japan in the
International Phase of Ocean Drilling of the
Deep Sea Drilling Project

The Ocean Research Institute of the University of Tokyo and the U.S. National Science Foundation, agree to amend sections 1(A) and 1(B) of the Memorandum of Understanding, on the participation and cooperation of Japan in the International Phase of Ocean Drilling of the Deep Sea Drilling Project, dated August 5, 1980, [1] as follows:

1. "(A) The Ocean Research Institute (ORI) of the University of Tokyo agrees to participate in the International Phase of Ocean Drilling of the Deep Sea Drilling Project for four years beginning on October 1, 1980, by using D/V Glomar Challenger. The Ocean Research Institute of the University of Tokyo will contribute to the U.S. National Science Foundation, within the budgetary appropriation, one million two hundred and fifty thousand U.S. dollars per annum for the first and second years and two million U.S. dollars per annum for the third and fourth years. As for the period from October 1, 1980 to March 31, 1981, the Ocean Research Institute of the University of Tokyo will pay six-twelfths of one million two hundred and fifty thousand dollars. Details of payments will be mutually agreed upon between the Ocean Research Institute of the University of Tokyo and NSF."

[1] TIAS 9925; 32 UST 4027.

"(B) Should IPOD drilling operations be suspended prior to the beginning of the third year the contribution of Japan for the first two-year period covered by this agreement will be reduced and refunded by NSF to the Ocean Research Institute of the University of Tokyo at the rate of $104,167 for each month prior to that date that drilling is suspended and contributions owing for the third and fourth years will be cancelled. Should IPOD drilling operations be suspended after the beginning of the third year but prior to the currently scheduled completion date as agreed to by Japan and other IPOD countries, the contribution of Japan for the third and fourth years will be reduced and refunded by NSF to the Ocean Research Institute of the University of Tokyo at the rate of $166,667 for each prior month to that date that drilling is suspended."

This amendment will take effect upon signature of both parties to this amendment which have been prepared in duplicate in the English and Japanese languages, both texts being equally authentic.

For the U.S. National Science

John B. Slaughter
Director

21 May 1982
Date

For the Ocean Research Institute

Noriyuki Nasu
Director, The Ocean Research Institute of the University of Tokyo

21 May 1982
Date

三年目及び第四年目に係る分担金の拠出は取り消されるものとする。

第三年目開始の期日以降日本及び他の本計画参加国の合意に基づく掘削活動終了予定期日以前に本計画の掘削活動が中断された場合には、米国国立科学財団は、第三年目及び第四年目に係る日本の分担金を当該掘削中断期間一ヶ月当り一六六、六六七USドルの率で減額し、東京大学海洋研究所に返還するものとする。

本覚書修正は、下名両者の署名をもって効力を生ずるものとし、日本語及び英語でそれぞれ二部宛作成され、両本文はひとしく正文とする。

一九八二年五月二十一日

東京大学海洋研究所長
奈須紀幸

米国国立科学財団
学術海洋掘削部長
John B. Slaughter

「国際深海掘削計画への日本の協力、参加に関する東京大学海洋研究所と米国国立科学財団との覚書」中修正について

東京大学海洋研究所と米国国立科学財団は、一九八〇年八月五日調印の「国際深海掘削計画への日本の協力、参加に関する東京大学海洋研究所と米国国立科学財団との覚書」中第一節第(1)項及び第(2)項を左記の通り修正することに同意する。

（日本の参加と分担金）

1. (1) 東京大学海洋研究所は、掘削船グローマー・チャレンジャー号を使用する国際深海掘削計画に、一九八〇年十月一日から四年間、参加することに同意する。東京大学海洋研究所は、参加のための分担金として第一年目及び第二年目には年額一二五万USドルを、第三年目及び第四年目には年額二〇〇万USドルを米国国立科学財団へ、予算の範囲内で、支払うものとする。ただし、一九八〇年十月一日から一九八一年三月三十一日迄の分担金としては、一二五万USドルの十二分の六を支払うものとする。支払いの計画の細目については、東京大学海洋研究所と米国国立科学財団の合意するところによる。

(2) 第三年目開始の期日以前に本計画の掘削活動が中断された場合には、米国国立科学財団は、本覚書が対象とする当初の二ケ年間に係る日本の分担金を当該掘削中断期間一ケ月当たり一〇四、一六七USドルの率で減額し、東京大学海洋研究所に返還するものとし、第

EGYPT

Agricultural Commodities

Agreement amending the agreement of December 21, 1981.
Effected by exchange of notes
Signed at Cairo August 11, 1982;
Entered into force August 11, 1982.

The American Chargé d'Affaires ad interim to the Egyptian Deputy Prime Minister for Economic and Financial Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

Cairo, August 11, 1982

Excellencies:

I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments on December 21, 1981, as amended on February 5, 1982,[1] and to propose that Part II, Particular Provisions of that Agreement be further amended as follows:

I. Item I - Commodity Table - Make the following changes:

A. On line entitled "Wheat," delete "850,000" "150.0," and insert "915,000" "160.0."

B. On line entitled "Total," delete "1,350,000" "250.0," and insert "1,415,000" "260.0."

All other terms and conditions of the December 21, 1981, Agreement, as amended, remain the same.

His Excellency
Mohamed Abdel Fattah Ibrahim
Deputy Prime Minister for
Economic and Financial Affairs
of the Arab Republic of Egypt
Cairo

His Excellency
Ahmed Ahmed Nouh
Minister of Supply and Home Trade
of the Arab Republic of Egypt
Cairo

His Excellency
Dr. Youssef Wally
Minister of State for Agriculture
and Food Security
of the Arab Republic of Egypt
Cairo

[1] TIAS 10328; 33 UST 4676.

If the foregoing is acceptable to your Government, I propose that this Note, together with your reply thereto, constitute agreement between our two Governments, effective the date of your Note in reply.

Accept, Excellencies, the assurance of my highest consideration.

[2]

Charge d'Affaires, ad interim

EMBASSY OF THE UNITED STATES OF AMERICA
CAIRO

[2] Henry Precht.

The Egyptian Deputy Prime Minister for Economic and Financial Affairs to the American Chargé d'Affaires ad interim

ARAB REPUBLIC OF EGYPT

DEPUTY PRIME MINISTER
FOR ECONOMIC AND FINANCIAL AFFAIRS

August 11, 1982

His Excellency
Henry Precht
Charge d'Affaires
Excellency:

I have the honor to acknowledge receipt of your Note of August 11, 1982 which reads as follows:

Excellencies:

I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments on December 21, 1982[1] as amended on February 5, 1982 and to propose that Part II, Particular Provisions of that Agreement be further amended as follows:

1. Item 1. Commodity Table- Make the following changes:
   A. On line entitled "Wheat", delete "850,000" "150.0", and insert "915,000" "160.0".
   B. On line entitled "Total," delete "1,350,000" "250.0."and insert "1,415,000" "260.0.".

All other terms and conditions of the December 21, 1981 Agreement, as amended, remain the same.

If the foregoing is acceptable to your Government, I propose that this Note, together with your reply thereto, constitute agreement between our two Governments, effective the date of your Note in reply.

I have the honor to inform your Excellency that the terms of the foregoing Note are acceptable to the Government of the Arab

[1] Should read "December 21, 1981".

Republic of Egypt and that the Government of the Arab Republic of Egypt considers Your Excellency's Note and the present reply as constituting an Agreement between our two Governments on this subject to enter into force on the date of this reply.

Accept, Excellencey, the assurance of my highest consideration.

M.A. Fatah Ibrahim

M.A.FATAH IBRAHIM
Deputy Prime Minister
for Economic and Financial
Affairs

In Witness a. a. nouh

Ahmed Ahmed Nouh
Minister of Supply and Home Trade

Youssef Wally

DR. Youssef Wally
Minister of State for Agriculture
and Food Security

ISRAEL

Economic Assistance: Stability Grant

Agreements amending the agreement of December 31, 1981.
Signed March 31, 1982;
Entered into force March 31, 1982.
And signed May 18, 1982;
Entered into force May 18, 1982.

A.I.D. Grant No. 271-K-617

FIRST AMENDMENT

TO THE

AGREEMENT OF DECEMBER 31, 1981

BETWEEN

THE GOVERNMENT OF ISRAEL

AND

THE GOVERNMENT OF THE UNITED STATES OF AMERICA

ACTING THROUGH

THE AGENCY FOR INTERNATIONAL DEVELOPMENT

Dated: March 31 1982

AMENDMENT, dated the 31 day of March 1982, between the Government of Israel ("Israel") and the Government of the United States of America, acting through the Agency for International Development ("A.I.D."), together referred to as the "Parties."

WHEREAS the Parties have heretofore entered into an assistance agreement dated December 31, 1981[1] (the "Agreement"), pursuant to which A.I.D. agreed to grant Israel Four Hundred Three Million United States Dollars ($403,000,000), and

WHEREAS A.I.D. intended to increase the amount of such assistance during fiscal year 1982 subject to the funds being made available by the Congress and the mutual agreement of the Parties to proceed,

NOW THEREFORE, the Parties hereto agree that the Agreement shall be and hereby is amended by making the following changes:

1. The provision in Article I, "Four Hundred Three Million United States Dollars ($403,000,000)", is deleted and substituted therefor is the provision, "Eight Hundred Six Million United States Dollars ($806,000,000)", and

[1] TIAS 10283; 33 UST 4079.

2. The paragraph under Section 3.1 shall be designated "(a)" and below it shall be inserted the following as paragraph "(b)":

> "Thereafter, A.I.D. will deposit in the bank designated pursuant to Section 3.1.(a) on March 31, 1982, the sum of the Two Hundred One Million Five Hundred Thousand United States Dollars ($201,500,000) and on July 1, 1982, the sum of Two Hundred One Million Five Hundred Thousand United States Dollars ($201,500,000)."

Except as specifically amended hereby, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Government of Israel and the Government of the United States of America, each acting through its respective duly authorized representative, have caused this Amendment to be signed in their names and delivered as of the day and year first above written.

GOVERNMENT OF ISRAEL

By: _____

Dan Halperin

Title: Minister of Economic Affairs, Government of Israel

UNITED STATES OF AMERICA

By: _____ [1]

Title: Assistant Administrator Bureau for Near East

[1] W. Antoinette Ford.

A.I.D. Grant No. 271-K-617

SECOND AMENDMENT

TO THE

AGREEMENT OF DECEMBER 31, 1981

BETWEEN

THE GOVERNMENT OF ISRAEL

AND

THE GOVERNMENT OF THE UNITED STATES OF AMERICA

ACTING THROUGH

THE AGENCY FOR INTERNATIONAL DEVELOPMENT

Dated: May 18, 1982

SECOND AMENDMENT, dated the 18 day of May 1982, between the Government of Israel ("Israel") and the Government of the United States of America, acting through the Agency for International Development ("A.I.D."), together referred to as the "Parties."

WHEREAS the Parties have heretofore entered into an assistance agreement dated December 31, 1981, which was amended on March 31, 1982, (the "Agreement"), pursuant to which A.I.D. agreed to grant Israel Eight Hundred Six Million United States Dollars ($806,000,000), with disbursements to be made on dates specified in the Agreement, and

WHEREAS the Parties wish to change the date of the last disbursement,

NOW THEREFORE, the Parties hereto agree that the Agreement shall be and hereby is amended as follows:

1. In Section 3.1(b) the phrase "on July 1, 1982" is deleted and the phrase ", upon the signing of the second amendment to the Agreement," is substituted therefor.

Except as specifically amended hereby, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Government of Israel and the Government of the United States of America, each acting through its respective duly authorized representative, have caused this Amendment to be signed in their names and delivered as of the day and year first above written.

GOVERNMENT OF ISRAEL

By: Don Halperin

Title: Minister (Economic-affairs)

UNITED STATES OF AMERICA

By: [illegible]

Title: Assistant Administrator - Near East Bureau

ANTIGUA AND BARBUDA

Telecommunications: Radio Communications Between Amateur Stations on Behalf of Third Parties

Arrangement effected by exchange of notes
Dated at St. John's April 30 and May 24, 1982;
Entered into force June 23, 1982.

The American Embassy to the Ministry of External Affairs of Antigua and Barbuda

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 7

The Embassy of the United States of America presents its compliments to the Ministry of External Affairs of Antigua and Barbuda and has the honor to propose that an arrangement be concluded between the United States and Antigua and Barbuda to permit the exchange of third party messages between the radio amateurs of the United States and Antigua and Barbuda.

The Embassy has been authorized to submit for the consideration of the Government of Antigua and Barbuda, the following proposal:

"Amateur radio stations of Antigua and Barbuda and of the United States may exchange internationally messages or other communications from or to third parties, provided:

"1. No compensation may be directly or indirectly paid on such messages or communications.

"2. Such communications shall be limited to conversations or messages of a technical or personal nature for which, by reason of their unimportance, recourse to the public telecommunications service is not justified. To the extent that in the event of disaster, the public telecommunications service is not readily available for expeditious handling of communications relating directly to safety of

life or property, such communications may be handled by amateur stations of the respective countries.

"3. This arrangement shall be applicable with respect to all amateur radio stations duly licensed by appropriate authorities of either the United States or Antigua and Barbuda.

"4. This arrangement shall be subject to termination by either government on sixty days' notice to the other government, by further arrangement between the two governments dealing with the same subject, or by enactment of legislation in either country inconsistent therewith."

The Embassy has the honor to suggest to the Ministry of External Affairs, providing that the Ministry concurs with the proposal quoted above, that this note, together with the Ministry's note in reply concurring with the proposal, constitute an understanding between the two Governments with respect to this matter, such understanding to be effective 30 days from the time of the Ministry's note in reply.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of External Affairs of Antigua and Barbuda the assurances of its highest consideration.

Embassy of the United States of America,
St. John's, April 30, 1982.

The Ministry of Foreign Affairs of Antigua and Barbuda to the American Embassy

GOVERNMENT OF ANTIGUA AND BARBUDA

MINISTRY OF FOREIGN AFFAIRS

HIGH STREET, ST. JOHN'S, ANTIGUA, W. I. CABLE ADDRESS: EXTERNAL
TELEPHONE: 21052 Ref. No. E.D. 19/21 - II TELEX 2122 EXTERNAL ANU AK

The Ministry of Foreign Affairs of Antigua and Barbuda presents its compliments to the Embassy of the United States of America and has the honour to acknowledge the receipt of your Note NO. 7 of April 30th 1982, which reads as follows:-

"The Embassy of the United States of America presents its compliments to the Ministry of External Affairs of Antigua and Barbuda and has the honour to propose that an arrangement be concluded between the United States and Antigua and Barbuda to permit the exchange of third party messages between the radio amateurs of the United States and Antigua and Barbuda.

The Embassy has been authorized to submit for the consideration of the Government of Antigua and Barbuda, the following proposal:

"Amateur radio stations of Antigua and Barbuda and of the United States may exchange internationally messages or other communications from or to third parties, provided:

"1. No compensation may be directly or indirectly paid on such messages or communications.

"2. Such communications shall be limited to conversations or messages of a technical or personal nature for which, by reason of their unimportance, recourse to the public telecommunications service is not justified. To the extent that in the event of disaster, the public telecommunications service is not readily available for expeditions handling of communications relating directly to safety of life or property, such communications may be handled by amateur stations of the respective countries.

"3. This arrangement shall be applicable with respect to all amateur radio stations duly licensed by appropriate authorities of either the United States or Antigua and Barbuda.

"4. This arrangement shall be subject to termination by either government on sixty days' notice to the other government, by further arrangement between the two governments dealing with the same subject, or by enactment of legislation in either country inconsistent therewith."

The Embassy has the honor to suggest to the Ministry of External Affairs, providing that the Ministry concurs with the proposal quoted above, that this note, together with the Ministry's note in reply concurring with the proposal, constitute an understanding between the two Governments with respect to this matter, such understanding to be effective 30 days from the time of the Ministry's note in reply.

The Embassy of the United States of America avails itself of this opportunity to renew the Ministry of External Affairs of Antigua and Barbuda the assurances of its highest consideration."

The Ministry of Foreign Affairs wishes to confirm that the proposals in your Note are acceptable to the Government of Antigua and Barbuda and that your Note and this reply shall constitute an agreement between the Government of Antigua and Barbuda and the Government of the United States of America.

Embassy of the United States of America
St. John's
Antigua

24th May, 1982

TIAS 10395

AUSTRALIA

Telecommunications: Radio Communications Between Amateur Stations on Behalf of Third Parties

Arrangement effected by exchange of notes
Dated at Canberra May 21 and 26, 1982;
Entered into force June 25, 1982.

The American Embassy to the Australian Department of Foreign Affairs

No. 74

The Embassy of the United States of America presents its compliments to the Department of Foreign Affairs and has the honor to propose that an arrangement be concluded between the United States and Australia to permit the exchange of third party messages between radio amateurs of the United States and Australia.

The Embassy has been authorized to submit for the consideration of the Australian Government the following proposal:

> Amateur radio stations of Australia and the United States may exchange internationally messages or other communications from or to third parties, provided:
>
> 1. No compensation may be directly or indirectly paid on such messages or communications.
> 2. Such communications will be limited to conversations or messages of a technical or personal nature for which, by reason of their unimportance, recourse to the public telecommunications service is not justified. To the extent that in the event of disaster, the public telecommunications service is not readily available for expeditious handling of communications relating directly to safety of

life or property, such communications may be handled by amateur stations of the respective countries.

3. This arrangement will be applicable with respect to all amateur radio stations duly licensed by appropriate authorities of either the United States or Australia.

4. This arrangement will be subject to termination by either Government on sixty days' notice to the other Government, by further arrangement between the two Governments dealing with the same subject, or by the enactment of legislation in either country inconsistent therewith.

The Embassy has the honor to suggest to the Department of Foreign Affairs providing that the Department concurs with the proposal quoted above, that this Note, together with the Department's Note in reply concurring with this proposal constitute an understanding between the two Governments with respect to this matter, such understanding to be effective 30 days from the time of the Department's Note in reply.

The Embassy avails itself of the opportunity to renew to the Department of Foreign Affairs the assurances of its highest consideration.

Embassy of the United States of America,
Canberra, May 21, 1982.

The Australian Department of Foreign Affairs to the American Embassy

CH136405

The Department of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honour to acknowledge receipt of the Embassy's Note No. 74 of 21 May, 1982 concerning the exchange of third party messages between radio amateurs of the United States and Australia which reads as follows:

"The Embassy of the United States of America presents its compliments to the Department of Foreign Affairs and has the honour to propose that an arrangement be concluded between the United States and Australia to permit the exchange of third party messages between radio amateurs of the United States and Australia.

The Embassy has been authorised to submit for the consideration of the Australian Government the following proposal:

Amateur radio stations of Australia and of the United States may exchange internationally messages or other communications from or to third parties, provided:

1. No compensation may be directly or indirectly paid on such messages or communications.

2. Such communications will be limited to conversations or messages of a technical or personal nature for which, by reason of their unimportance, recourse to the public telecommunications service is not justified. To the extent that in the event of disaster, the public telecommunications service is not readily available for expeditious handling of communications relating directly to safety of life or property, such communications may be handled by amateur stations of the respective countries.

3. This arrangement will be applicable with respect to all amateur radio stations duly licensed by appropriate authorities of either the United States or Australia.

4. This arrangement will be subject to termination by either Government on sixty days' notice to the other Government, by further arrangement between the two Governments dealing with the same subject, or by the enactment of legislation in either country inconsistent therewith.

The Embassy has the honour to suggest to the Department of Foreign Affairs providing that the Department concurs with the proposal quoted above, that this Note, together with the Department's Note in reply concurring with

this proposal constitute an understanding between the two Governments with respect to this matter, such understanding to be effective 30 days from the time of the Department's Note in reply.

The Embassy avails itself of the opportunity to renew to the Department of Foreign Affairs the assurances of its highest consideration."

The Department of Foreign Affairs has the honour to confirm that the contents of the Embassy's Note represent also the understanding of the Government of Australia and may be taken to be in effect 30 days from the date of this Note in reply.

The Department of Foreign Affairs avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

CANBERRA A.C.T.

26 May 1982

SIERRA LEONE

Defense: International Military Education and Training (IMET)

Agreement effected by exchange of notes
Dated at Freetown April 1 and May 26, 1982;
Entered into force May 26, 1982.

The American Embassy to the Sierra Leonean Ministry of Foreign Affairs

EMBASSY OF THE

UNITED STATES OF AMERICA

No. 37-82

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Republic of Sierra Leone and has the honor to refer to certain requirements of United States law concerning the provision of training related to defense articles under the United States International Military Education and Training (IMET) Program. Provisions of United States law in question prohibit the furnishing of IMET training related to defense articles unless the recipient country shall have first agreed to observe certain conditions with respect to such training. These conditions are:

1. That the recipient government will not, without the consent of the United States Government:

   A. Permit any use of such training (including training materials) by anyone not an officer, employee, or agent of the recipient government;
   B. Transfer or permit any officer, employee, or agent of the recipient government to transfer such training (including training materials) by gift, sale, or otherwise to anyone not an officer, employee, or agent of the recipient government; or
   C. Use or permit the use of such training (including training materials) for purposes other than those for which furnished by the United States Government;

2. That the recipient country will maintain the security of such training (including training materials) and will provide substantially the same degree of security protection afforded to such training and materials by the United States Government.
3. That the recipient country will permit continuous observation and review by, and furnish necessary information to, representatives of the United States Government with regard to the use of such training (including training materials); and that the recipient country will return to the United States Government such training (including training materials) as is no longer needed for the purposes for which furnished, unless the United States Government consents to some other disposition. Inasmuch as the IMET program with the Government of Sierra Leone may include training related to defense articles with respect to which the agreement of the Government of Sierra Leone to observe the foregoing conditions is required, the Embassy of the United States of America has the honor to propose that this Note, together with the Note in reply of the Ministry of Foreign Affairs stating that such conditions are acceptable to the Government of Sierra Leone shall constitute an agreement between the two governments on this subject to be effective from the date of the Ministry's Note in reply.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of Foreign Affairs of the Republic of Sierra Leone the assurances of its highest consideration.

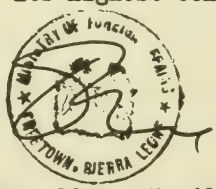
EMBASSY OF THE UNITED STATES OF AMERICA
FREETOWN, *April 1, 1982.*

The Sierra Leonean Ministry of Foreign Affairs to the American Embassy

EASF/15216/4 VOL.3

The Ministry of Foreign Affairs of the Republic of Sierra Leone presents its compliments to the Embassy of the United States of America and has the honour to refer to the Embassy's Note No. 37-82 of 1st April, 1982 dealing with the provision of training under the United States International Military Education and Training (IMET) Programme.

The Ministry wishes to inform the Embassy that the conditions as outlined in the Embassy's Note under reference are acceptable to the Government of Sierra Leone and avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.



FREETOWN, 26TH MAY, 1982

THE EMBASSY OF THE UNITED STATES OF
AMERICA,
FREETOWN.

BRAZIL

Scientific Cooperation

Agreements extending the agreement of December 1, 1971, as amended and extended.
Effected by exchange of notes
Dated at Brasilia November 27 and 30, 1981;
Entered into force November 30, 1981.
And exchange of notes
Dated at Brasilia May 19 and June 1, 1982;
Entered into force June 1, 1982.

76-477 O - 88 - 37

The American Embassy to the Brazilian Ministry of External Relations

No. 389

The Embassy of the United States of America presents its compliments to the Ministry of External Relations of the Federative Republic of Brazil and has the honor to inform that the Government of the United States of America agrees to renew, for a period of six months from 1 December 1981, the Agreement on a Program of Scientific and Technological Cooperation between the United States of America and the Federative Republic of Brazil, originally signed at Brasilia 1 December 1971, and subsequently renewed and revised by exchange of the Ministry's Note number DCTEC/DAI/DCS/158/692(B46)(B13) of 27 December 1976 and this Embassy's Note number 522 of 28 December 1976.[1]

The Government of the United States looks forward to receiving at an early opportunity from the Government of the Federative Republic of Brazil proposals to revise this agreement so that a new text can be negotiated in a timely way.

The Embassy of the United States of America takes this opportunity to renew to the Ministry assurances or its highest consideration.

Embassy of the United States of America

Brasilia, 27 November 1981

[1] TIAS 7221, 8749; 22 UST 1799; 28 UST 8151.

The Brazilian Ministry of Foreign Affairs to the American Embassy

DAI/DCTEC/DNU/DCS/ 112 /692(B46)(B13)

O Ministério das Relações Exteriores cumprimenta a Embaixada dos Estados Unidos da América e tem a honra de acusar recebimento da nota nº 389, de 27 de novembro de 1981, cujo teor, em português, é o seguinte:

"A Embaixada dos Estados Unidos da América cumprimenta o Ministério das Relações Exteriores da República Federativa do Brasil e tem a honra de informá-lo de que o Governo dos Estados Unidos da América concorda em renovar, por um período de seis meses a partir de 1º de dezembro de 1981, o Acordo para um Programa de Cooperação Científica e Tecnológica entre os Estados Unidos da América e a República Federativa do Brasil, inicialmente assinado em Brasília a 1º de dezembro de 1971, e posteriormente renovado e revisto por troca das notas nº DCTEC/DAI/DCS/158/692 (B46)(B13), de 27 de dezembro de 1976, do Ministério, e nº 522, de 28 de dezembro de 1976, da Embaixada.

O Governo dos Estados Unidos espera receber, em breve oportunidade, do Governo da República Federativa do Brasil, propostas para a revisão do acordo, a fim de que um novo texto possa ser negociado em tempo hábil.

A Embaixada dos Estados Unidos da América aproveita a oportunidade para renovar ao Ministério os protestos de sua mais alta consideração".

2. Em resposta, o Ministério das Relações Exteriores informa a Embaixada dos Estados Unidos da América de que o Governo brasileiro concorda com os termos da nota acima transcrita, a qual, juntamente com a presente, passa a constituir Acordo entre os dois Governos, a entrar em vigor nesta data.

Brasília, em 30 de novembro de 1981.

TRANSLATION

DAI/DCTEC/DNU/DCS/ 112/692(B46)(B13)

The Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honor to acknowledge receipt of its note No. 389 of November 27, 1981, which, in Portuguese, reads as follows:

[For the English language text, see p. 1120.]

2. In reply, the Ministry of Foreign Affairs informs the Embassy of the United States of America that the Government of Brazil accepts the terms of the transcribed note, which, together with this reply, shall constitute an agreement between the two Governments that enters into force on this date.

Brasilia, November 30, 1981

The Brazilian Ministry of Foreign Affairs to the American Embassy

DCTEC/DAI/DCS/ 52 / 692.(B46)(B13)

O Ministério das Relações Exteriores cumprimenta a Embaixada dos Estados Unidos da América e tem a honra de propor-lhe a prorrogação, por um período adicional de 6 (seis) meses, a partir de 1º de junho de 1982, da vigência do Acordo para um Programa de Cooperação Científica e Tecnológica entre a República Federativa do Brasil e os Estados Unidos da América, firmado em Brasília em 1.12.71, com vigência inicial de 5 anos, prorrogado em 1.12.76 por um período adicional de 5 anos e, mais recentemente, prorrogado por um prazo de 6 meses, a esgotar-se em 1º de junho próximo.

2. Oportunamente, o Ministério das Relações Exteriores fará chegar à Embaixada dos Estados Unidos da América proposta de texto para um novo Acordo nesse campo.

3. Caso o Governo dos Estados Unidos da América concorde com os termos da presente nota, passará esta, juntamente com a nota de resposta da Embaixada, a constituir Acordo entre os dois Governos, a entrar em vigor na data da nota de resposta.

Brasília, em 19 de mai de 1982.

TRANSLATION

DCTEC/DAI/DCS/52/692.(B46)(B13)

The Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honor to propose the extension, for an additional six months beginning on June 1, 1982, of the Agreement on a Program of Scientific and Technologial Cooperation Between the Federative Republic of Brazil and the United States of America signed at Brasilia on December 1, 1971. The initial term of the Agreement was five years. It was extended on December 1, 1976, for five additional years and more recently was extended for six months, to expire on June 1, 1982.

2. In due time, the Ministry of Foreign Affairs will send a proposed text for a new agreement in this field to the Embassy of the United States.

3. If the Government of the United States of America accepts the terms of this note, then this note together with the Embassy's reply thereto shall constitute an agreement between the two Governments which will enter into force on the date of the reply.

Brasilia, May 19, 1982

[Initialed]

The American Embassy to the Brazilian Ministry of External Relations

No. 151

The Embassy of the United States of America presents its compliments to the Ministry of External Relations of the Federative Republic of Brazil and has the honor to acknowledge receipt of the Ministry's Note number DCTEC/DAI/DCS/52/692 (B46)(B13) of May 19, 1982. The Ministry's Note proposes, with the agreement of the United States of America, that the Agreement on a Program of Scientific and Technological Cooperation, signed by the Governments of Brazil and the United States on December 1, 1971, and extended several times since that date, be extended for an additional period of six months from June 1, 1982.

In reply, the Embassy informs the Ministry of External Relations of the Federative Republic of Brazil that the Government of the United States of America accepts the terms of the above mentioned note which, with this present note, will constitute an Agreement between the two Governments to enter into force on this date.

The Embassy of the United States of America takes this opportunity to renew to the Ministry of External Relations the assurances of its highest consideration.

L.A.M.

Embassy of the United States of America
Brasilia, June 1, 1982

MOROCCO

Defense Facilities

Agreement effected by exchange of notes
Signed at Washington May 27, 1982;
Entered into force May 27, 1982.

The Secretary of State to the Moroccan Minister of State in charge of Foreign Affairs

DEPARTMENT OF STATE
WASHINGTON

May 27, 1982

Excellency:

I have the honor to refer to the recent discussions between our two governments regarding efforts to promote peace and stability. As a result of these discussions, I have the honor to propose the following agreement:

(1) The Governments of the Kingdom of Morocco and the United States agree to take all agreed measures for cooperation in the military field.

(2) In this context the Government of the Kingdom of Morocco authorizes the use and transit by United States forces of agreed aerial ports in emergencies and for periodic training. When it is agreed by the two governments, the United States may construct facilities or improvements in connection with use of the aerial ports.

(3) The United States will not permanently station armed forces or establish United States military bases in Morocco in connection with carrying out activities under this Agreement.

His Excellency
M'Hamed Boucetta,
Minister of State in charge
of Foreign Affairs.

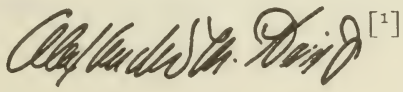
All aerial ports involved shall remain under the Moroccan flag and command. However, United States forces and their equipment will be under the command and control of a United States commander when in Morocco.

(4) Specific provisions regarding United States military activities, and the status of such United States personnel as may be present temporarily in Morocco in connection with this Agreement, shall be agreed upon by the Parties.

(5) This Agreement shall have an initial term of six years. It shall continue in force thereafter subject to the right of either party to terminate the Agreement on two years notice which shall be given no earlier than four years after its entry into force.

If the foregoing is acceptable to the Government of the Kingdom of Morocco, I have the honor to propose that this note, together with your reply to that effect, shall constitute an Agreement between our two governments which shall enter into force on this date.

Accept, Excellency, the renewed assurances of my highest consideration.

 [1]

[1] Alexander M. Haig, Jr.

The Moroccan Minister of State in charge of Foreign Affairs to the Secretary of State

Embassy of the
Kingdom of Morocco

le 27 mai 1982

Excellence,

J'ai l'honneur de me référer aux récents entretiens qui ont eu lieu entre nos deux Gouvernements concernant les efforts visant à promouvoir la paix et la stabilité. Je confirme que l'accord figurant dans votre note est accepté par le Gouvernement de sa Majeste le roi Hassan II. En vous confirmant l'accord sur les dispositions ci-dessous, il me plaît d'évoquer l'atmosphère franche et cordiale dans laquelle se sont déroulés nos entretiens et d'en souligner le caractère particulier en vue de consolider les liens d'amitié séculaires qui unissent nos deux pays pour la sauvegarde de leur indépendance, leur souveraineté et leur intégrité territoriale et pour la défense des valeurs qui leur sont communes de liberté et de progrès.

1) Les Gouvernements du Royaume du Maroc et des Etats-Unis conviennent de prendre toutes les mesures agréées pour la coopération dans le domaine militaire.

2) Dans ce contexte, le Gouvernement du Royaume du Maroc autorise les forces des Etats-Unis à utiliser les aéroports agréés et à s'y rendre en transit en cas d'urgence et pour un entraînement périodique. Lorsque les deux gouvernements

Son Excellence

Monsieur Alexander M. Haig, Jr.,

Secrétaire d'Etat des Etats-Unis d'Amérique.

en conviennent, les Etats-Unis peuvent construire des installations ou des améliorations liées à l'utilisation des aéroports.

3) Les Etats-Unis ne tiendront pas de garnisons permanentes ni n'établiront de bases militaires américaines au Maroc aux fins d'activités entreprises aux termes du présent Accord. Tous les aéroports concernés resteront placés sous le drapeau et sous le commandement marocains. Toutefois, les forces des Etats-Unis et leur équipement seront placés sous le commandement et le contrôle d'un commandant américain durant leur présence au Maroc.

4) Les dispositions particulières concernant les activités militaires des Etats-Unis et la situation de tout personnel américain détaché temporairement au Maroc aux fins du présent Accord font l'objet de l'accord des Parties.

5) Le présent Accord a une durée initiale de six ans. Il continue d'être en vigueur par la suite sous réserve du droit de l'une ou l'autre des Parties de dénoncer l'Accord sur préavis de deux ans donné quatre ans au plus tôt après son entrée en vigueur. Le présent Accord entre en vigueur à la date de ce jour.

Veuillez agréer, Excellence, l'assurance renouvelée de ma haute considération.

TRANSLATION

EMBASSY OF THE KINGDOM OF MOROCCO

May 27, 1982

Excellency:

I have the honor to refer to the recent discussions between our two governments regarding efforts to promote peace and stability. I confirm that the agreement in your note is acceptable to the Government of the Kingdom of Morocco.

In confirming to you the agreement of the government of His Majesty, King Hassan II, concerning the provisions below, it gives me pleasure to recall the frank and cordial atmosphere in which our conversations have taken place and to emphasize their unique character, in order to consolidate the ties of century-old friendship which unite our two countries for safeguarding their independence, sovereignty, and territorial integrity, and for defense of the common values of liberty and progress.

(1) The Governments of the Kingdom of Morocco and the United States agree to take all agreed measures of cooperation in the military field.

(2) In this context the Government of the Kingdom of Morocco authorizes the use and transit by United States forces of agreed aerial ports in emergencies and for periodic training. When it is agreed by the two governments the United States may construct facilities or improvements in connection with use of the aerial ports.

(3) The United States will not permanently station armed forces or establish United States military bases in Morocco in connection with carrying out activities under this Agreement. All aerial ports involved shall remain under the Moroccan flag and command. However, United States forces and their equipment will be under the command and control of a United States commander when in Morocco.

(4) Specific provisions regarding United States military activities, and the status of such United States personnel as may be present temporarily in Morocco in connection with this Agreement, shall be agreed upon by the Parties.

(5) This Agreement shall have an initial term of six years. It shall continue in force thereafter subject to the right of either party to terminate the Agreement on two years notice which shall be given no earlier than four years after its entry into force.

This agreement will enter into force on May 27, 1982.

Accept, Excellency, the renewed assurances of my highest consideration.

M'Hamed Boucetta

His Excellency

Alexander M. Haig, Jr.,

Secretary of State of the United States of America.

POLISH PEOPLE'S REPUBLIC

Agricultural Commodities

Agreement signed at Warsaw August 28, 1981;
Entered into force August 28, 1981.
With agreed minute.

Agreement Between the Government of the United States of America and the Government of the Polish People's Republic for Sales of Agricultural Commodities

The Government of the United States of America and the Government of the Polish People's Republic:

Recognizing the desirability of expanding trade in agricultural commodities between the United States of America (hereinafter referred to as the exporting country) and the Polish People's Republic (hereinafter referred to as the importing country) in a manner that will not displace usual marketings of the exporting country in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries;

Taking into account the importance to the importing country of its efforts to help itself toward a greater degree of self-reliance to meet its problems of food production;

Recognizing the determination of the importing country to improve its own production, storage, and distribution of agricultural food products, including the reduction of waste in all stages of food handling;

Desiring to set forth the understandings that will govern the sales of agricultural commodities to the importing country pursuant to Title I of the Agricultural Trade Development and Assistance Act, as amended[1] (hereinafter referred to as the Act), and the measures that the two Governments will take individually and collectively in furthering the above-mentioned goals;

Have agreed as follows:

Part I - GENERAL PROVISIONS

ARTICLE I

A. The Government of the exporting country undertakes to finance the sale of agricultural commodities to purchasers authorized by the Government of the importing country in accordance with the terms and conditions set forth in this agreement.

B. The financing of the agricultural commodities listed in Part II of this agreement will be subject to:

1. the issuance by the Government of the exporting country of purchase authorizations and their acceptance by the Government of the importing country; and

2. the availability of the specified commodities at the time of exportation.

C. Application for purchase authorizations will be made within 90 days after the effective date of this agreement, and, with respect to any additional commodities or amounts of commodities provided for in any supplementary agreement, within 90 days after the effective date of such supplementary agreement. Purchase authorizations shall include provisions relating to the sale and delivery of such commodities, and other relevant matters.

D. Except as may be authorized by the Government of the exporting country, all deliveries of commodities sold under this agreement shall be made within the supply periods specified in the commodity table in Part II.

[1] 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*

E. The value of the total quantity of each commodity covered by the purchase authorizations for a specified type of financing authorized under this agreement shall not exceed the maximum export market value specified for that commodity and type of financing in Part II. The Government of the exporting country may limit the total value of each commodity to be covered by purchase authorizations for a specified type of financing as price declines or other marketing factors may require, so that the quantities of such commodity sold under a specified type of financing will not substantially exceed the applicable approximate maximum quantity specified in Part II.

F. The Government of the exporting country shall bear the cost of the ocean freight differential for commodities the Government of the exporting country requires to be transported in United States flag vessels (approximately 50 percent by weight of the commodities sold under the agreement). The ocean freight differential is deemed to be the amount, as determined by the Government of the exporting country, by which the cost of ocean transportation is higher (than would otherwise be the case) by reason of the requirement that the commodities be transported in United States flag vessels. The Government of the importing country shall have no obligation to reimburse the Government of the exporting country for the ocean freight differential borne by the Government of the exporting country.

G. Promptly after contracting for United States flag shipping space to be used for commodities required to be transported in United States flag vessels, and in any event not later than 48 hours prior to the presentation of vessel for loading, the Government of the importing country or the purchasers authorized by it shall open an acceptable letter of credit, in United States dollars in favor of the supplier of the ocean transportation for 100 percent of the estimated cost of ocean transportation for such commodities.

H. The financing, sale, and delivery of commodities under this agreement may be terminated by either Government if that Government determines that because of changed conditions the continuation of such financing, sale, or delivery is unnecessary or undesirable.

ARTICLE II

A. Initial Payment

The Government of the importing country shall pay, or cause to be paid, such initial payment as may be specified in Part II of this agreement. The amount of this payment shall be that portion of the purchase price (excluding any ocean transportation costs that may be included therein) equal to the percentage specified for initial payment in Part II and payment shall be made in United States dollars in accordance with the applicable purchase authorization.

B. Currency Use Payment

The Government of the importing country shall pay, or cause to be paid, upon demand by the Government of the exporting country in amounts as it may determine, but in any event no later than one year after the final disbursement of the Commodity Credit Corporation under this agreement, or the end of the supply period, whichever is later, such payment as may be specified in Part II of this agreement pursuant to Section 103 (b) of the Act (hereinafter referred to as the Currency Use Payment). The currency use payment shall be that portion of the amount financed by the exporting country equal to the percentage specified for currency use payment in Part II. Payment shall be made in accordance with paragraph H and for purposes specified in Subsection 104(a), (b), (e) and (h) of the act, as set forth in Part II of this agreement. Such paymnet shall be credited against (a) the amount of each year's interest

payment due during the period prior to the due date of the first installment payment, starting with the first year, plus (b) the combined payments of principal and interest starting with the first installment payment, until the value of the currency use payment has been offset. Unless otherwise specified in Part II, no requests for payment will be made by the Government of the exporting country prior to the first disbursement by the Commodity Credit Corporation of the exporting country under this agreement.

C. Type of Financing

Sales of the commodities specified in Part II shall be financed in accordance with the type of financing indicated therein. Special provisions relating to the sale are also set forth in Part II.

D. Credit Provisions

1. With respect to commodities delivered in each calendar year under this agreement, the principal of the credit (hereinafter referred to as principal) will consist of the dollar amount disbursed by the Government of the exporting country for the commodities (not including any ocean transportation costs) less any portion of the intitial payment payable to the Government of the exporting country.

The principal shall be paid in accordance with the payment schedule in Part II of this agreement. The first installment payment shall be due and payable on the date specified in Part II of this agreement. Subsequent installment payments shall be due and payable at intervals of one year thereafter. Any payment of principal may be made prior to its due date.

2. Interest on the unpaid balance of the principal due the Government of the exporting country for the commodities delivered in each calendar year shall be paid as follows:

a. In the case of Dollar Credit, interest shall begin to accrue on the date of last delivery of these commodities in each calendar year. Interest shall be paid not later than the due date of each installment payment of principal, except that if the date of the first installment is more than one year after such date of last delivery, the first payment of interest shall be made not later than the anniversary date of such date of last delivery and thereafter payment of interest shall be made annually and not later than the due date of each installment payment of principal.

b. In the case of Convertible Local Currency Credit, interest shall begin to accrue on the date of dollar disbursement by the Government of the exporting country. Such interest shall be paid annually beginning one year after the date of last delivery of commodities in each calendar year, except that if the installment payments for these commodities are not due on some anniversary of such date of last delivery, any such interest accrued on the due date of the first installment payment shall be due on the same date as the first installment and thereafter such interest shall be paid on the due dates of the subsequent installment payments.

3. For the period of time from the date the interest begins to the due date for the first installment payment, the interest shall be computed at the initial interest rate specified in Part II of this agreement. Thereafter, the interest shall be computed at the continuing interest rate specified in Part II of this agreement.

E. Deposit of Payments

The Government of the importing country shall make, or cause to be made, payments to the Government of the exporting country in the currencies, amounts, and at the exchange rates provided for in this agreement as follows:

1. Dollar payments shall be remitted to the Treasurer, Commodity Credit Corporation, United States Department of Agriculture, Washington, D.C. 20250, unless another method of payment is agreed upon by the two governments.

2. Payments in the local currency of the importing country (hereinafter referred to as local currency), shall be deposited to the account of the Government of the United States of America in interest bearing accounts in banks selected by the Government of the United States of America in the importing country.

F. Sales Proceeds

The total amount of the proceeds accruing to the importing country from the sale of commodities financed under this agreement, to be applied to the economic development purposes set forth in Part II of the agreement, shall be not less than the local currency equivalent of the dollar disbursement by the Government of the exporting country in connection with the financing of the commodities (other than the ocean freight differential). The exchange rate to be used in calculating this local currency equivalent shall be the rate at which the Central Monetary authority of the importing country, or its authorized agent, sells foreign exchange for local currency in connection with the commercial import of the same commodities. Any such accrued proceeds that are loaned by the Government organizations shall be loaned at rates of interest approximately equivalent to those charged for comparable loans in the importing country.

G. Computations

The computation of the initial payment, currency use payment and all payments of principal and interest under this agreement shall be made in United States dollars.

H. Payments

All payments shall be made in United States dollars or, if the Government of the exporting country so elects,

1. The payments shall be made in readily convertible currencies of third countries at a mutually agreed rate of exchange and shall be used by the Government of the exporting country for payment of its obligations or, in the case of currency use payments, used for the purposes set forth in Part II of this agreement; or

2. The payments shall be made in local currency at the applicable exchange rate specified in Part I, Article III, G of this agreement in effect on the date of payment and shall, at the option of the Government of the exporting country, be converted to United States dollars at the same rate, or used by the Government of the exporting country for payment of its obligations or, in the case of currency use payments, used for the purposes set forth in Part II of this agreement in the importing country.

ARTICLE III

A. World Trade

The two Governments shall take maximum precautions to assure that sales of agricultural commodities pursuant to this agreement will not displace usual marketings of the importing[1] country in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with countries the Government of the exporting country considers to be friendly to it (referred to in this agreement as friendly countries). In implementing this provision the Government of the importing country shall:

1. insure that total imports from the exporting country and other friendly countries into the importing country paid for with the resources of the importing country will equal at least the quantities of agricultural commodities as may be specified in the usual marketing table set forth in Part II during each import period specified in the table and during each subsequent comparable period in which commodities financed under this agreement are being delivered. The imports of commodities to satisfy these usual marketing requirements for each import period shall be in addition to purchases financed under this agreement;

2. take steps to assure that the exporting country obtains a fair share of any increase in commercial purchases of agricultural commodities by the importing country;

3. take all possible measures to prevent the resale, diversion in transit, or transshipment to other countries or the use for other than domestic purposes of the agricultural commodities purchased pursuant to this agreement (except where such resale, diversion in transit, transshipment or use is specifically approved by the Government of the United States of America);

4. take all possible measures to prevent the export of any commodity of either domestic or foreign origin, which is defined in Part II of this agreement, during the export limitation period specified in the export limitation table in Part II (except as may be specified in Part II or where such export is otherwise specifically approved by the Government of the United States of America).

B. Private Trade

In carrying out the provisions of this agreement, the two Governments shall seek to assure conditions of commerce permitting private traders to function effectively.

C. Self-Help

Part II describes the program the Government of the importing country is undertaking to improve its production, storage, and distribution of agricultural commodities. The Government of the importing country shall furnish in such form and at such time as may be requested by the Government of the exporting country, a statement of the progress the Government of the importing country is making in carrying out such self-help measures.

D. Reporting

In addition to any other reports agreed upon by the two Governments, the Government of the importing country shall furnish at least quarterly for the supply period specified in Part II, Item 1 of this agreement and any subsequent comparable period during which commodities purchased under this agreement are being imported or utilized.

[1] Should read "exporting".

1. the following information in connection with each shipment of commodities under the agreement: the name of each vessel; the date of arrival; the port of arrival; the commodity and quantity received; and the condition in which received;

2. a statement by it showing the progress made toward fulfilling the usual marketing requirements;

3. a statement of the measures it has taken to implement the provisions of Section A 2 and 3 of this Article; and

4. statistical data on imports by country of origin and exports by country of destination, of commodities which are the same as or like those imported under the agreement.

E. Procedures for Reconciliation and Adjustment of Accounts

The two Governments shall each establish appropriate procedures to facilitate the reconciliation of their respective records on the amounts financed with respect to the commodities delivered during each calendar year. The Commodity Credit Corporation of the exporting country and the Government of the importing country may make such adjustments in the credit accounts as they mutually decide are appropriate.

F. Definitions

For the purpose of this agreement:

1. delivery shall be deemed to have occurred as of the on-board date shown in the ocean bill of lading which has been signed or initialed on behalf of the carrier,

2. import shall be deemed to have occurred when the commodity has entered the country, and passed through customs, if any, of the importing country, and

3. utilization shall be deemed to have occurred when the commodity is sold to the trade within the importing country without restriction on its use within the country or otherwise distributed to the consumer within the country.

G. Applicable Exchange Rate

For the purposes of this agreement, the applicable exchange rate for determining the amount of any local currency to be paid to the Government of the exporting country shall be a rate in effect on the date of payment by the importing country which is not less favorable to the Government of the exporting country than the highest exchange rate legally obtainable in the importing country and which is not less favorable to the Government of the exporting country than the highest exchange rate obtainable by any other nation. With respect to local currency:

1. As long as a unitary exchange rate system is maintained by the Government of the importing country, the applicable exchange rate will be the rate at which the central monetary authority of the importing country, or its authorized agent, sells foreign exchange for local currency.

2. If a unitary rate system is not maintained, the applicable rate will be the rate (as mutually agreed by the two Governments) that fulfills the requirements of the first sentence of this section G.

H. Consultation

The two Governments shall, upon request of either of them, consult regarding any matter arising under this agreement, including the operation of arrangements carried out pursuant to this agreement.

I. Identification and Publicity

The Government of the importing country shall undertake such measures as may be mutually agreed prior to delivery for the identification of food commodities at points of distribution in the importing country, and for publicity in the same manner as provided for in subsection 103 (1) of the Act.

Part II - PARTICULAR PROVISIONS

Item 1. - COMMODITY TABLE:

COMMODITY	SUPPLY PERIOD (U.S. FY)	APPROXIMATE QUANTITY (MT)	MAXIMUM EXPORT MARKET VALUE (MILLIONS)
CORN	1981	350,000	DOLS 47.6
TOTAL		350,000	DOLS 47.6

Item 2. - PAYMENT TERMS: CONVERTIBLE LOCAL CURRENCY CREDIT:

(A) Initial Payment - NONE;

(B) Currency Use Payment - NONE;

(C) Number of Installment Payments - SEVEN (7);

(D) Payment - APPROXIMATELY EQUAL ANNUAL INSTALLMENTS;

(E) Due Date of First Installment Payment - FOUR (4) YEARS AFTER THE DATE OF LAST DELIVERY OF COMMODITIES IN EACH CALENDAR YEAR;

(F) Initial Interest Rate - EIGHT (8) PERCENT;

(G) Continuing Interest Rate - DURING SUBSEQUENT CALENDAR YEARS, INTEREST RATES WILL BE DESIGNATED BY THE CCC ANNUALLY FOR EACH PAYMENT AND SHALL BE BASED ON THE COST OF CCC BORROWINGS.

Item 3. - USUAL MARKETING TABLE:

COMMODITY	IMPORT PERIOD (U.S. FY)	USUAL MARKETING REQUIREMENT (MT)
CORN	1981	1.8 MILLION

Item 4. - EXPORT LIMITATIONS:

(A) The export limitation period shall extend to December 31, 1981.

(B) For the purposes of Part I, Article III (A)(4) of this agreement, the commodities which may not be exported are: corn, corn meal, corn flour, and products consisting primarily of corn origin.

Item 5. - SELF-HELP MEASURES:

The Government of the Polish People's Republic declares that it gives the highest priority to the development of the agricultural and rural sectors. Its Program on the Development of Agriculture contains the following objectives:

1). The increase of productivity and efficiency of Polish agriculture;

2). The decrease of the degree and scale of losses in agricultural production, especially in the animal feed producing sector during harvesting, transportation, storage and distribution;

3). The improvement of the processing of agricultural products through their better utilization and reduction of losses;

4). The measures which have been undertaken and are to be undertaken compromise actions to improve the supply and distribution of material input to all sectors of agriculture giving special attention to the increase of supply of farm machines and equipment, spare parts, fertilizers, pesticides, chemicals, feeding stuffs, coal, fuels and electrical energy. Those measures have as their objective to provide also technical assistance to agricultural service cooperatives and farmers in order to meet the need for adequate and timely provision of services.

5.) In order to achieve the above mentioned objectives the following actions are envisaged:

- restructuring of Polish industry to better meet the needs of agriculture; to this end the production potential shall be doubled by 1985;

- improving the economic factors governing agricultural production such as price policy, fiscal and credit policy to restore the profitability of production and to stimulate its growth and efficiency as well as improving economic factors governing the functioning of the whole economy;

- changes in land policy consisting in legal protection of agricultural land and its ownership, which would simultaneously stimulate the rationalization of the structure of the individual small farms;

- changes in the system of management which are aimed at restoring full autonomy of enterprises and farms and at guaranteeing the right of undertaking decisions by territorial autonomous organizations in matters related to their activities.

6). Those undertakings shall be fully supported by Governmental assistance to provide financial, technical and managerial resources for their implementation.

Item 6. - ECONOMIC DEVELOPMENT PURPOSES FOR WHICH PROCEEDS ACCRUING TO IMPORTING COUNTRY ARE TO BE USED:

The proceeds accruing to Poland from the sale of commodities financed under this agreement will be used for financing the measures set forth in Part II, Item 5 of the agreement, and for the agricultural and rural development sectors.

Part III - FINAL PROVISIONS

A. This agreement may be terminated by either Government by notice of termination to the other Government, and by the Government of the exporting country if it should determine that the self-help program described in the agreement is not being adequately developed. Such termination will not reduce any financial obligations the Government of the importing country has incurred as of the date of termination.

This Agreement shall enter into force upon signature.

B. IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present agreement.

DONE at Warsaw, in duplicate, this 28th day of August, 1981.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

[1]

FOR THE GOVERNMENT OF THE POLISH PEOPLE'S REPUBLIC

[2]

[1] Francis J. Meehan.
[2] Antoni Karas.

AGREED MINUTE

With Reference to the Agreement between the Government of the United States of America and the Government of the Polish People's Republic for Sales of Agricultural Commodities of August 28, 1981:

I. The United States Government Representative requested necessary operational information which included:

1. type and grade of commodity to be purchased,

2. proposed contracting and delivery schedules,

3. name and address of bank in Poland and U.S. commercial bank through which L/C's would be issued.

Above information was submitted.

II. The Representatives of the Government of the Polish People's Republic have been informed that the initial interest rate will be paid during first four years, and the interest rate following the grace period will equal the cost of the Commodity Credit Corporation borrowing from the U.S. Treasury as established January 2 each year:

1. Interest from preceeding installment to December 31, shall accrue at the rate established January 2 of the same calendar year.

2. Interest from January 1st to the installment due date shall accrue at the rate established on January 2 of the same calendar year.

The Commodity Credit Corporation shall notify the Authorized Bank in Poland at least sixty (60) days prior to the due date of each installment as to the amount of interest due.

III. It is mutually agreed that the Government of the Polish People's Republic will furnish annually (together with the self-help statement) a report on the use of funds by general budget categories of economic development as long as unexpended generated funds remain.

IV. The U.S. Government Representative stated that the U.S. Government shall request an annual descriptive self-help statement to be received by December 15 covering the prior year activities for only as long as unexpended generated funds remain.

V. The U.S. Government Representative, with respect to Article III (C) of the above-mentioned Agreement, read the following:

"The annual report is a comprehensive analytic report which should cover the current year. We appreciate that complete calendar year data will not be available and that the host government will likely have to use its best efforts to extrapolate from existing data to cover the entire year. Host government should relate information in the report to achievement of specific self-help provisions contained in the current year agreement. It is important that the annual Food for Peace report contain a record of specific self-help achievements. Hence, historical data against which recent achievements can be measured should be included in the host government report."

FOR THE UNITED STATES DELEGATION:

R. Moore

FOR THE POLISH DELEGATION:

T. Jodko

Warsaw, August 28, 1981

TIAS 10400

SPAIN

Friendship and Cooperation

Agreement extending the treaty of January 24, 1976.
Effected by exchange of notes
Signed at Madrid September 4, 1981;
Transmitted by the President of the United States of America to the Senate October 9, 1981 (Treaty Doc. No. 97-20, 97th Cong., 1st Sess.);
Reported favorably by the Senate Committee on Foreign Relations November 9, 1981 (S. Ex. Rept. No. 97-24, 97th Cong., 1st Sess.);
Advice and consent to ratification by the Senate November 18, 1981;
Ratified by the President December 3, 1981;
Ratified by Spain May 10, 1982;
Ratifications exchanged at Madrid May 10, 1982;
Proclaimed by the President September 13, 1982;
Entered into force provisionally September 4, 1981;
Entered into force definitively May 10, 1982.

By the President of the United States of America

A PROCLAMATION

Considering that:

The Agreement extending the Treaty of Friendship and Cooperation between the United States of America and Spain of January 24, 1976, was effected by an exchange of notes at Madrid on September 4, 1981, the text of which is hereto annexed;

The Senate of the United States of America by its resolution of November 18, 1981, two-thirds of the Senators present concurring therein, gave its advice and consent to ratification of the agreement;

The agreement was ratified by the President of the United States of America on December 3, 1981, in pursuance of the advice and consent of the Senate; and was approved on the part of Spain;

The parties notified one another at Madrid on May 10, 1982, that their respective constitutional requirements had been met, and ac-

cordingly the agreement entered into force definitively on May 10, 1982, having been applied provisionally from September 4, 1981;

NOW, THEREFORE, I, Ronald Reagan, President of the United States of America, proclaim and make public the agreement, to the end that it be observed and fulfilled with good faith on and after May 10, 1982, by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have signed this proclamation and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this thirteenth day of September in the year of our Lord one thousand nine hundred eighty-two and of the Independence of the United States of America the two hundred seventh.

[SEAL]

RONALD REAGAN

By the President:
GEORGE P. SHULTZ
Secretary of State

The American Ambassador to the Spanish Minister of Foreign Affairs

No. 741

Excellency:

With regard to the negotiations currently in progress between our two Governments on a successor agreement to the Treaty of Friendship and Cooperation, signed at Madrid on January 24, 1976,[1] and taking into account the new situation arising from Spain's having initiated the constitutional steps for its accession to the North Atlantic Treaty,[2] as well as the shared opinion of our two delegations to the effect that, notwithstanding their notable progress to date, it will not be possible to conclude these negotiations prior to the expiration of said Treaty on the 21st of this month, I have the honor to inform you that my Government proposes that our two Governments, consistent with the provisions of Article VII, agree on an additional period of eight months, commencing on the date of expiration of the Treaty, within which to conclude those negotiations, and that, during such eight-month period, the rights, duties and obligations of the Parties currently deriving from the Treaty and its associated agreements remain in effect.

I have the further honor to propose to you that, should the foregoing be acceptable to the Government of Spain, this Note and your Note in reply communicating

[1] TIAS 8360; 27 UST 3005.
[2] Signed Apr. 4, 1949. TIAS 1964; 63 Stat. 2241; 4 Bevans 828.

your acceptance constitute an agreement between our two Governments, which will enter into force only upon the date on which both Parties communicate in writing that their respective applicable constitutional requirements have been satisfied, but which will apply provisionally from the date of your Note in reply and during the time in which the above-mentioned requirements are being met.

I avail myself of this opportunity to reiterate to Your Excellency the assurances of my highest and most distinguished consideration.

Terence A. Todman [1]

Embassy of the United States of America,
Madrid, September 4, 1981

His Excellency,
Jose Pedro Perez-Llorca,
Minister of Foreign Affairs,
Madrid.

[1] Terence A. Todman.

The Spanish Minister of Foreign Affairs to the American Ambassador

Madrid, 4 de septiembre de 1981

El Ministro de Asuntos Exteriores

Excelentísimo Señor:

Tengo la honra de referirme a su Nota de fecha 4 de septiembre de 1981, en la que me comunica lo siguiente:

"En relación con las negociaciones actualmente en curso entre nuestros dos Gobiernos sobre un Acuerdo que sustituya al Tratado de Amistad y Cooperación firmado en Madrid el 24 de enero de 1976, y tomando en cuenta la nueva situación derivada de que España ha iniciado los trámites constitucionales para su adhesión al Tratado del Atlántico Norte, así como la opinión conjunta de las dos Delegaciones en el sentido de que, no obstante los notables progresos que han realizado hasta la fecha, no será posible concluir estas negociaciones antes de que expire dicho Tratado el 21 del presente mes, tengo el honor de comunicar a V.E. que mi Gobierno propone que nuestros dos Gobiernos, al amparo de lo establecido en el Artículo VII de dicho Tratado, convengan en un período adicional de ocho meses, contados a partir de su fecha de expiración, para concluir dichas negociaciones; y que, durante dicho período de ocho meses, los derechos, deberes y obligaciones de las Partes que actualmente se derivan del Tratado y de sus Convenios anejos, permanezcan en vigor.

Tengo además el honor de proponer a V.E. que si lo anteriormente dicho es aceptado por el Gobierno de España,

El Ministro de Asuntos Exteriores

esta Nota y la Nota de V.E. comunicándome su aceptación constituyen un Acuerdo entre nuestros dos Gobiernos que sólo entrará en vigor en la fecha en que ambas Partes se hayan comunicado por escrito que sus respectivos requisitos constitucionales han sido cumplidos, aplicándose con carácter provisional desde la fecha de su Nota de contestación y durante el tiempo en que se cumplimenten los citados requisitos".

Deseo manifestar a V.E. que el Gobierno de España expresa su conformidad con el texto de dicha Nota.

Acepte, Señor Embajador, el testimonio de mi alta consideración.

J. P. R. Llorca

José Pedro Pérez-Llorca

Excelentísimo Señor
Terence A. Todman
Embajador de los Estados Unidos de América
Madrid.

TRANSLATION

Madrid, September 4, 1981

Sir:

I have the honor to refer to your note of September 4, 1981, in which you communicate the following to me:

[For the English language text, see pp. 1147-1148.]

I wish to inform Your Excellency that the Government of Spain expresses its conformity with the text of the aforesaid note.

Accept, Mr. Ambassador, the expression of my highest consideration.

Jose Pedro Perez-Llorca

His Excellency,

Jose Pedro Perez-Llorca,

Minister of Foreign Affairs,

Madrid.

TIAS 10401

76-477 O - 88 - 38

MULTILATERAL

General Agreement on Tariffs and Trade: Implementation of Article VII—Customs Valuation [1]

Agreement done at Geneva April 12, 1979;
And protocol done at Geneva November 1, 1979;
Entered into force January 1, 1981.

[1] Only the English language texts of the agreement and protocol are printed herein. The French and Spanish language texts have been printed in the United Nations Treaty Series. See 1235 UNTS 126.

General Introductory Commentary

1. The primary basis for customs value under this Agreement is "transaction value" as defined in Article 1. Article 1 is to be read together with Article 8 which provides, inter alia, for adjustments to the price actually paid or payable in cases where certain specific elements which are considered to form a part of the value for customs purposes are incurred by the buyer but are not included in the price actually paid or payable for the imported goods. Article 8 also provides for the inclusion in the transaction value of certain considerations which may pass from the buyer to the seller in the form of specified goods or services rather than in the form of money. Articles 2 to 7, inclusive, provide methods of determining the customs value whenever it cannot be determined under the provisions of Article 1.

2. Where the customs value cannot be determined under the provisions of Article 1 there should normally be a process of consultation between the customs administration and importer with a view to arriving at a basis of value under the provisions of Articles 2 or 3. It may occur, for example, that the importer has information about the customs value of identical or similar imported goods which is not immediately available to the customs administration in the port of importation. On the other hand, the customs administration may have information about the customs value of identical or similar imported goods which is not readily available to the importer. A process of consultation between the two parties will enable information to be exchanged, subject to the requirements of commercial confidentiality, with a view to determining a proper basis of value for customs purposes.

3. Articles 5 and 6 provide two bases for determining the customs value where it cannot be determined on the basis of the transaction value of the imported goods or of identical or similar imported goods. Under Article 5.1 the customs value is determined on the basis of the price at which the goods are sold in the condition as imported to an unrelated buyer in the country of importation. The importer also has the right to have goods which are further processed after importation valued under the provisions of Article 5 if he so requests. Under Article 6 the customs value is determined on the basis of the computed value. Both these methods present certain difficulties and because of this the importer is given the right, under the provisions of Article 4, to choose the order of application of the two methods.

4. Article 7 sets out how to determine the customs value in cases where it cannot be determined under the provisions of any of the preceding Articles.

AGREEMENT ON IMPLEMENTATION OF ARTICLE VII OF THE GENERAL AGREEMENT ON TARIFFS AND TRADE [1]

PREAMBLE

Having regard to the Multilateral Trade Negotiations, the Parties to this Agreement (hereinafter referred to as "Parties"),

Desiring to further the objectives of the General Agreement on Tariffs and Trade (hereinafter referred to as "General Agreement" or "GATT") and to secure additional benefits for the international trade of developing countries;

Recognizing the importance of the provisions of Article VII of the General Agreement and desiring to elaborate rules for their application in order to provide greater uniformity and certainty in their implementation;

Recognizing the need for a fair, uniform and neutral system for the valuation of goods for customs purposes that precludes the use of arbitrary or fictitious customs values;

Recognizing that the basis for valuation of goods for customs purposes should, to the greatest extent possible, be the transaction value of the goods being valued;

Recognizing that customs value should be based on simple and equitable criteria consistent with commercial practices and that valuation procedures should be of general application without distinction between sources of supply;

Recognizing that valuation procedures should not be used to combat dumping;

Hereby agree as follows:

PART I - RULES ON CUSTOMS VALUATION

Article 1

1. The customs value of imported goods shall be the transaction value, that is the price actually paid or payable for the goods when sold for export to the country of importation adjusted in accordance with the provisions of Article 8, provided:

(a) that there are no restrictions as to the disposition or use of the goods by the buyer other than restrictions which:

[1] TIAS 1700; 61 Stat., pts. 5 and 6; 4 Bevans 639. [Footnote added by the Department of State.]

(i) are imposed or required by law or by the public authorities in the country of importation;

(ii) limit the geographical area in which the goods may be resold; or

(iii) do not substantially affect the value of the goods;

(b) that the sale or price is not subject to some condition or consideration for which a value cannot be determined with respect to the goods being valued;

(c) that no part of the proceeds of any subsequent resale, disposal or use of the goods by the buyer will accrue directly or indirectly to the seller, unless an appropriate adjustment can be made in accordance with the provisions of Article 8; and

(d) that the buyer and seller are not related, or where the buyer and seller are related, that the transaction value is acceptable for customs purposes under the provisions of paragraph 2 of this Article.

2. (a) In determining whether the transaction value is acceptable for the purposes of paragraph 1, the fact that the buyer and the seller are related within the meaning of Article 15 shall not in itself be grounds for regarding the transaction value as unacceptable. In such case the circumstances surrounding the sale shall be examined and the transaction value shall be accepted provided that the relationship did not influence the price. If, in the light of information provided by the importer or otherwise, the customs administration has grounds for considering that the relationship influenced the price, it shall communicate its grounds to the importer and he shall be given a reasonable opportunity to respond. If the importer so requests, the communication of the grounds shall be in writing.

(b) In a sale between related persons, the transaction value shall be accepted and the goods valued in accordance with the provisions of paragraph 1 whenever the importer demonstrates that such value closely approximates to one of the following occurring at or about the same time:

(i) the transaction value in sales to unrelated buyers of identical or similar goods for export to the same country of importation;

(ii) the customs value of identical or similar goods as determined under the provisions of Article 5;

(iii) the customs value of identical or similar goods as determined under the provisions of Article 6;

(iv) the transaction value in sales to unrelated buyers for export to the same country of importation of goods which would be identical to the imported goods except for having a different country of production provided that the sellers in any two transactions being compared are not related.[1]

In applying the foregoing tests, due account shall be taken of demonstrated differences in commercial levels, quantity levels, the elements enumerated in Article 8 and costs incurred by the seller in sales in which he and the buyer are not related that are not incurred by the seller in sales in which he and the buyer are related.

(c) The tests set forth in paragraph 2(b) are to be used at the initiative of the importer and only for comparison purposes. Substitute values may not be established under the provisions of paragraph 2(b).

Article 2

1. (a) If the customs value of the imported goods cannot be determined under the provisions of Article 1, the customs value shall be the transaction value of identical goods sold for export to the same country of importation and exported at or about the same time as the goods being valued.

(b) In applying this Article, the transaction value of identical goods in a sale at the same commercial level and in substantially the same quantity as the goods being valued shall be used to determine the customs value. Where no such sale is found, the transaction value of identical goods sold at a different commercial level and/or in different quantities, adjusted to take account of differences attributable to commercial level and/or to quantity, shall be used, provided that such adjustments can be made on the basis of demonstrated evidence which clearly establishes the reasonableness and accuracy of the adjustment, whether the adjustment leads to an increase or a decrease in the value.

2. Where the costs and charges referred to in Article 8.2 are included in the transaction value, an adjustment shall be made to take account of significant differences in such costs and charges between the imported goods and the identical goods in question arising from differences in distances and modes of transport.

3. If, in applying this Article, more than one transaction value of identical goods is found, the lowest such value shall be used to determine the customs value of the imported goods.

[1] Deleted in accordance with the protocol of November 1, 1979. See *infra*. [Footnote added by the Department of State.]

Article 3

1. (a) If the customs value of the imported goods cannot be determined under the provisions of Articles 1 and 2, the customs value shall be the transaction value of similar goods sold for export to the same country of importation and exported at or about the same time as the goods being valued.

(b) In applying this Article, the transaction value of similar goods in a sale at the same commercial level and in substantially the same quantity as the goods being valued shall be used to determine the customs value. Where no such sale is found, the transaction value of similar goods sold at a different commercial level and/or in different quantities, adjusted to take account of differences attributable to commercial level and/or to quantity, shall be used, provided that such adjustments can be made on the basis of demonstrated evidence which clearly establishes the reasonableness and accuracy of the adjustment, whether the adjustment leads to an increase or a decrease in the value.

2. Where the costs and charges referred to in Article 8.2 are included in the transaction value, an adjustment shall be made to take account of significant differences in such costs and charges between the imported goods and the similar goods in question arising from differences in distances and modes of transport.

3. If, in applying this Article, more than one transaction value of similar goods is found, the lowest such value shall be used to determine the customs value of the imported goods.

Article 4

If the customs value of the imported goods cannot be determined under the provisions of Articles 1, 2 and 3 the customs value shall be determined under the provisions of Article 5 or, when the customs value cannot be determined under that Article, under the provisions of Article 6 except that, at the request of the importer, the order of application of Articles 5 and 6 shall be reversed.

Article 5

1. (a) If the imported goods or identical or similar imported goods are sold in the country of importation in the condition as imported, the customs value of the imported goods under the provisions of this Article shall be based on the unit price at which the imported goods or identical or similar imported goods are so sold in the greatest aggregate quantity, at or about the time of the importation of the goods being valued, to persons who are not related to the persons from whom they buy such goods, subject to deductions for the following:

(i) either the commissions usually paid or agreed to be paid or the additions usually made for profit and general expenses in connexion with sales in such country of imported goods of the same class or kind;

(ii) the usual costs of transport and insurance and associated costs incurred within the country of importation;

(iii) where appropriate, the costs and charges referred to in Article 8.2; and

(iv) the customs duties and other national taxes payable in the country of importation by reason of the importation or sale of the goods.

(b) If neither the imported goods nor identical nor similar imported goods are sold at or about the time of importation of the goods being valued, the customs value shall, subject otherwise to the provisions of paragraph 1(a) of this Article, be based on the unit price at which the imported goods or identical or similar imported goods are sold in the country of importation in the condition as imported at the earliest date after the importation of the goods being valued but before the expiration of ninety days after such importation.

2. If neither the imported goods nor identical nor similar imported goods are sold in the country of importation in the condition as imported, then, if the importer so requests, the customs value shall be based on the unit price at which the imported goods, after further processing, are sold in the greatest aggregate quantity to persons in the country of importation who are not related to the persons from whom they buy such goods, due allowance being made for the value added by such processing and the deductions provided for in paragraph 1(a) of this Article.

Article 6

1. The customs value of imported goods under the provisions of this Article shall be based on a computed value. Computed value shall consist of the sum of:

(a) the cost or value of materials and fabrication or other processing employed in producing the imported goods;

(b) an amount for profit and general expenses equal to that usually reflected in sales of goods of the same class or kind as the goods being valued which are made by producers in the country of exportation for export to the country of importation;

(c) the cost or value of all other expenses necessary to reflect the valuation option chosen by the Party under Article 8.2.

2. No Party may require or compel any person not resident in its own territory to produce for examination, or to allow access to, any account or other record for the purposes of determining a computed value. However, information supplied by the producer of the goods for the purposes of determining the customs value under the provisions of this Article may be verified in another country by the authorities of the country of importation with the agreement of the producer and provided they give sufficient advance notice to the government of the country in question and the latter does not object to the investigation.

Article 7

1. If the customs value of the imported goods cannot be determined under the provisions of Articles 1 to 6, inclusive, the customs value shall be determined using reasonable means consistent with the principles and general provisions of this Agreement and of Article VII of the General Agreement and on the basis of data available in the country of importation.

2. No customs value shall be determined under the provisions of this Article on the basis of:

(a) the selling price in the country of importation of goods produced in such country;

(b) a system which provides for the acceptance for customs purposes of the higher of two alternative values;

(c) the price of goods on the domestic market of the country of exportation;

(d) the cost of production other than computed values which have been determined for identical or similar goods in accordance with the provisions of Article 6;

(e) the price of the goods for export to a country other than the country of importation;

(f) minimum customs values; or

(g) arbitrary or fictitious values.

3. If he so requests, the importer shall be informed in writing of the customs value determined under the provisions of this Article and the method used to determine such value.

Article 8

1. In determining the customs value under the provisions of Article 1, there shall be added to the price actually paid or payable for the imported goods:

(a) the following, to the extent that they are incurred by the buyer but are not included in the price actually paid of payable for the goods:

(i) commissions and brokerage, except buying commissions;

(ii) the cost of containers which are treated as being one for customs purposes with the goods in question;

(iii) the cost of packing whether for labour or materials;

(b) the value, apportioned as appropriate, of the following goods and services where supplied directly or indirectly by the buyer free of charge or at reduced cost for use in connection with the production and sale for export of the imported goods, to the extent that such value has not been included in the price actually paid or payable:

(i) materials, components, parts and similar items incorporated in the imported goods;

(ii) tools, dies, moulds and similar items used in the production of the imported goods;

(iii) materials consumed in the production of the imported goods;

(iv) engineering, development, artwork, design work, and plans and sketches undertaken elsewhere than in the country of importation and necessary for the production of the imported goods;

(c) royalties and licence fees related to the goods being valued that the buyer must pay, either directly or indirectly, as a condition of sale of the goods being valued, to the extent that such royalties and fees are not included in the price actually paid or payable;

(d) the value of any part of the proceeds of any subsequent resale, disposal or use of the imported goods that accrues directly or indirectly to the seller.

2. In framing its legislation, each Party shall provide for the inclusion in or the exclusion from the customs value, in whole or in part, of the following:

(a) the cost of transport of the imported goods to the port or place of importation;

(b) loading, unloading and handling charges associated with the transport of the imported goods to the port or place of importation; and

(c) the cost of insurance.

3. Additions to the price actually paid or payable shall be made under this Article only on the basis of objective and quantifiable data.

4. No additions shall be made to the price actually paid or payable in determining the customs value except as provided in this Article.

Article 9

1. Where the conversion of currency is necessary for the determination of the customs value, the rate of exchange to be used shall be that duly published by the competent authorities of the country of importation concerned and shall reflect as effectively as possible, in respect of the period covered by each such document of publication, the current value of such currency in commercial transactions in terms of the currency of the country of importation.

2. The conversion rate to be used shall be that in effect at the time of exportation or the time of importation, as provided by each Party.

Article 10

All information which is by nature confidential or which is provided on a confidential basis for the purposes of customs valuation shall be treated as strictly confidential by the authorities concerned who shall not disclose it without the specific permission of the person or government providing such information, except to the extent that it may be required to be disclosed in the context of judicial proceedings.

Article 11

1. The legislation of each Party shall provide in regard to a determination of customs value for the right of appeal, without penalty, by the importer or any other person liable for the payment of the duty.

2. An initial right of appeal without penalty may be to an authority within the customs administration or to an independent body, but the legislation of each Party shall provide for the right of appeal without penalty to a judicial authority.

3. Notice of the decision on appeal shall be given to the appellant and the reasons for such decision shall be provided in writing. He shall also be informed of his rights of any further appeal.

Article 12

Laws, regulations, judicial decisions and administrative rulings of general application giving effect to this Agreement shall be published in conformity with Article X of the General Agreement by the country of importation concerned.

Article 13

If, in the course of determining the customs value of imported goods, it becomes necessary to delay the final determination of such customs value, the importer shall nevertheless be able to withdraw his goods from customs if, where so required, he provides sufficient guarantee in the form of a surety, a deposit or some other appropriate instrument, covering the ultimate payment of customs duties for which the goods may be liable. The legislation of each Party shall make provisions for such circumstances.

Article 14

The notes at Annex I to this Agreement form an integral part of this Agreement and the Articles of this Agreement are to be read and applied in conjunction with their respective notes. Annexes II and III also form an integral part of this Agreement.

Article 15

1. In this Agreement:

   (a) "customs value of imported goods" means the value of goods for the purposes of levying ad valorem duties of customs on imported goods;

   (b) "country of importation" means country or customs territory of importation; and

   (c) "produced" includes grown, manufactured and mined.

2. (a) In this Agreement "identical goods" means goods which are the same in all respects, including physical characteristics, quality and reputation. Minor differences in appearance would not preclude goods otherwise conforming to the definition from being regarded as identical.

   (b) In this Agreement "similar goods" means goods which, although not alike in all respects, have like characteristics and like component materials which enable them to perform the same functions and to be commercially interchangeable. The quality of the goods, their reputation and the existence of a trademark are among the factors to be considered in determining whether goods are similar.

   (c) The terms "identical goods" and "similar goods" do not include, as the case may be, goods which incorporate or reflect engineering,

development, artwork, design work, and plans and sketches for which no adjustment has been made under Article 8.1(b)(iv) because such elements were undertaken in the country of importation.

(d) Goods shall not be regarded as "identical goods" or "similar goods" unless they were produced in the same country as the goods being valued.

(e) Goods produced by a different person shall be taken into account only when there are no identical goods or similar goods, as the case may be, produced by the same person as the goods being valued.

3. In this Agreement "goods of the same class or kind" means goods which fall within a group or range of goods produced by a particular industry or industry sector, and includes identical or similar goods.

4. For the purposes of this Agreement, persons shall be deemed to be related only if:

(a) they are officers or directors of one another's businesses;

(b) they are legally recognized partners in business;

(c) they are employer and employee;

(d) any person directly or indirectly owns, controls or holds 5 per cent or more of the outstanding voting stock or shares of both of them;

(e) one of them directly or indirectly controls the other;

(f) both of them are directly or indirectly controlled by a third person;

(g) together they directly or indirectly control a third person; or

(h) they are members of the same family.

5. Persons who are associated in business with one another in that one is the sole agent, sole distributor or sole concessionaire, however described, of the other shall be deemed to be related for the purposes of this Agreement if they fall within the criteria of paragraph 4 of this Article.

Article 16

Upon written request, the importer shall have the right to an explanation in writing from the customs administration of the country of importation as to how the customs value of his imported goods was determined.

Article 17

Nothing in this Agreement shall be construed as restricting or calling into question the rights of customs administrations to satisfy themselves as to the truth or accuracy of any statement, document or declaration presented for customs valuation purposes.

PART II - ADMINISTRATION, CONSULTATION AND DISPUTE SETTLEMENT

Institutions

Article 18

There shall be established under this Agreement:

1. A Committee on Customs Valuation (hereinafter referred to as the Committee) composed of representatives from each of the Parties. The Committee shall elect its own Chairman and shall normally meet once a year, or as is otherwise envisaged by the relevant provisions of this Agreement, for the purpose of affording Parties the opportunity to consult on matters relating to the administration of the customs valuation system by any Party as it might affect the operation of this Agreement or the furtherance of its objectives and carrying out such other responsibilities as may be assigned to it by the Parties. The GATT secretariat shall act as the secretariat to the Committee.

2. A Technical Committee on Customs Valuation (hereinafter referred to as the Technical Committee) under the auspices of the Customs Cooperation Council, which shall carry out the responsibilities described in Annex II to this Agreement and shall operate in accordance with the rules of procedure contained therein.

Consultation

Article 19

1. If any Party considers that any benefit accruing to it, directly or indirectly, under this Agreement is being nullified or impaired, or that the achievement of any objective of this Agreement is being impeded, as a result of the actions of another Party or of other Parties, it may, with a view to reaching a mutually satisfactory solution of the matter, request consultations with the Party or Parties in question. Each Party shall afford sympathetic consideration to any request from another Party for consultations.

2. The Parties concerned shall initiate requested consultations promptly.

3. Parties engaged in consultations on a particular matter affecting the operation of this Agreement shall attempt to conclude such consultations within a reasonably short period of time. The Technical Committee shall provide, upon request, advice and assistance to Parties engaged in consultations.

Dispute settlement

Article 20

1. If no mutually satisfactory solution has been reached between the Parties concerned in consultations under Article 19 above, the Committee shall meet at the request of any party to the dispute, within thirty days of receipt of

such a request, to investigate the matter, with a view to facilitating a mutually satisfactory solution.

2. In investigating the matter and in selecting its procedures, the Committee shall take into account whether the issues in dispute relate to commercial policy considerations or to questions requiring detailed technical consideration. The Committee may request on its own initiative that the Technical Committee carry out an examination, as provided in paragraph 4 below, of any question requiring technical consideration. Upon the request of any party to the dispute that considers the issues to relate to questions of a technical nature, the Committee shall request the Technical Committee to carry out such an examination.

3. During any phase of a dispute settlement procedure, competent bodies and experts in matters under consideration may be consulted; appropriate information and assistance may be requested from such bodies and experts. The Committee shall take into consideration the results of any work of the Technical Committee that pertain to the matter in dispute.

Technical issues

4. When the Technical Committee is requested under the provisions of paragraph 2 above, it shall examine the matter and report to the Committee no later than three months from the date the technical issue was referred to it, unless the period is extended by mutual agreement between the parties to the dispute.

Panel proceedings

5. In cases where the matter is not referred to the Technical Committee, the Committee shall establish a panel upon the request of any party to the dispute if no mutually satisfactory solution has been reached within three months from the date of the request to the Committee to investigate the matter. Where the matter is referred to the Technical Committee, the Committee shall establish a panel upon the request of any party to the dispute if no mutually satisfactory solution has been reached within one month from the date when the Technical Committee presents its report to the Committee.

6. (a) When a panel is established, it shall be governed by the procedures as set forth in Annex III.

(b) If the Technical Committee has made a report on the technical aspects of the matter in dispute, the panel shall use this report as the basis for its consideration of the technical aspects of the matter in dispute.

Enforcement

7. After the investigation is completed or after the report of the Technical Committee or panel is presented to the Committee, the Committee shall give the matter prompt consideration. With respect to panel reports, the

Committee shall take appropriate action normally within thirty days of receipt of the report. Such action shall include:

(i) a statement concerning the facts of the matter; and

(ii) recommendations to one or more Parties or any other ruling which it deems appropriate.

8. If a Party to which recommendations are addressed considers itself unable to implement them, it should promptly furnish reasons in writing to the Committee. In that event, the Committee shall consider what further action may be appropriate.

9. If the Committee considers that the circumstances are serious enough to justify such action, it may authorize one or more Parties to suspend the application to any other Party or Parties of such obligations under this Agreement as it determines to be appropriate in the circumstances.

10. The Committee shall keep under surveillance any matter on which it has made recommendations or given rulings.

11. If a dispute arises between Parties relating to rights and obligations under this Agreement, Parties should complete the dispute settlement procedures under this Agreement before availing themselves of any rights which they have under the GATT, including invoking Article XXIII thereof.

PART III - SPECIAL AND DIFFERENTIAL TREATMENT

Article 21

1. Developing country Parties may delay application of its provisions for a period not exceeding five years from the date of entry into force of this Agreement for such countries. Developing country Parties who choose to delay application of this Agreement shall notify the Director-General to the CONTRACTING PARTIES to the GATT accordingly.

2. In addition to paragraph 1 above, developing country Parties may delay application of Article 1.2(b)(iii) and Article 6 for a period not exceeding three years following their application of all other provisions of this Agreement. Developing country Parties that choose to delay application of the provisions specified in this paragraph shall notify the Director-General to the CONTRACTING PARTIES to the GATT accordingly.

3. Developed country Parties shall furnish, on mutually agreed terms, technical assistance to developing country Parties that so request. On this basis developed country Parties shall draw up programmes of technical assistance which may include, inter alia, training of personnel, assistance in preparing implementation measures, access to sources of information regarding customs valuation methodology, and advice on the application of the provisions of this Agreement.

PART IV - FINAL PROVISIONS

Acceptance and accession

Article 22

1. This Agreement shall be open for acceptance by signature or otherwise by governments contracting parties to the GATT and by the European Economic Community.

2. This Agreement shall be open for acceptance by signature or otherwise by governments having provisionally acceded to the GATT, on terms related to the effective application of rights and obligations under this Agreement, which take into account rights and obligations in the instruments providing for their provisional accession.

3. This Agreement shall be open to accession by any other government on terms, related to the effective application of rights and obligations under this Agreement, to be agreed between that government and the Parties, by the deposit with the Director-General to the CONTRACTING PARTIES to the GATT of an instrument of accession which states the terms so agreed.

4. In regard to acceptance, the provisions of Article XXVI:5(a) and (b) of the General Agreement would be applicable.

Reservations

Article 23

Reservations may not be entered in respect of any of the provisions of this Agreement without the consent of the other Parties.[1]

Entry into force

Article 24

This Agreement shall enter into force on 1 January 1981 for the governments* which have accepted or acceded to it by that date. For each other government it shall enter into force on the thirtieth day following the date of its acceptance or accession to this Agreement.

National legislation

Article 25

1. Each government accepting or acceding to this Agreement shall ensure, not later than the date of entry into force of this Agreement for it, the conformity of its laws, regulations and administrative procedures with the provisions of this Agreement.

2. Each Party shall inform the Committee of any changes in its laws and regulations relevant to this Agreement and in the administration of such laws and regulations.

Review

Article 26

The Committee shall review annually the implementation and operation of this Agreement taking into account the objectives thereof. The Committee shall annually inform the CONTRACTING PARTIES to the GATT of developments during the period covered by such reviews.

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*The term "governments" is deemed to include the competent authorities of the European Economic Community.

[1] On the subject of reservations, see Part I of the protocol of November 1, 1979, especially paragraphs 3,4,and 5. [Footnote added by the Department of State.]

Amendments

Article 27

The Parties may amend this Agreement, having regard, inter alia, to the experience gained in its implementation. Such an amendment, once the Parties have concurred in accordance with procedures established by the Committee, shall not come into force for any Party until it has been accepted by such Party.

Withdrawal

Article 28

Any Party may withdraw from this Agreement. The withdrawal shall take effect upon the expiration of sixty days from the date on which written notice of withdrawal is received by the Director-General to the CONTRACTING PARTIES to the GATT. Any Party may, upon the receipt of such notice, request an immediate meeting of the Committee.

Secretariat

Article 29

This Agreement shall be serviced by the GATT secretariat except in regard to those responsibilities specifically assigned to the Technical Committee, which will be serviced by the secretariat of the Customs Co-operation Council.

Deposit

Article 30

This Agreement shall be deposited with the Director-General to the CONTRACTING PARTIES to the GATT, who shall promptly furnish to each Party and each contracting party to the GATT a certified copy thereof and of each amendment thereto pursuant to Article 27, and a notification of each acceptance thereof or accession thereto pursuant to Article 22 and of each withdrawal therefrom pursuant to Article 28.

Registration

Article 31

This Agreement shall be registered in accordance with the provisions of Article 102 of the Charter of the United Nations.[1]

Done at Geneva this twelfth day of April nineteen hundred and seventy-nine in a single copy, in the English, French and Spanish languages, each text being authentic.

[1] TS 993; 59 Stat. 1053; 3 Bevans 1176. [Footnote added by the Department of State.]

ANNEX I

INTERPRETATIVE NOTES

General Note

Sequential application of valuation methods

1. Articles 1 to 7, inclusive, define how the customs value of imported goods is to be determined under the provisions of this Agreement. The methods of valuation are set out in a sequential order of application. The primary method for customs valuation is defined in Article 1 and imported goods are to be valued in accordance with the provisions of this Article whenever the conditions prescribed therein are fulfilled.

2. Where the customs value cannot be determined under the provisions of Article 1, it is to be determined by proceeding sequentially through the succeeding Articles to the first such Article under which the customs value can be determined. Except as provided in Article 4, it is only when the customs value cannot be determined under the provisions of a particular Article that the provisions of the next Article in the sequence can be used.

3. If the importer does not request that the order of Articles 5 and 6 be reversed, the normal order of the sequence is to be followed. If the importer does so request but it then proves impossible to determine the customs value under the provisions of Article 6, the customs value is to be determined under the provisions of Article 5, if it can be so determined.

4. Where the customs value cannot be determined under the provisions of Articles 1 to 6, inclusive, it is to be determined under the provisions of Article 7.

Use of generally accepted accounting principles

1. "Generally accepted accounting principles" refers to the recognized consensus or substantial authoritative support within a country at a particular time as to which economic resources and obligations should be recorded as assets and liabilities, which changes in assets and liabilities should be recorded, how the assets and liabilities and changes in them should be measured, what information should be disclosed and how it should be disclosed, and which financial statements should be prepared. These standards may be broad guidelines of general application as well as detailed practices and procedures.

2. For the purposes of this Agreement, the customs administration of each party shall utilize information prepared in a manner consistent with generally accepted accounting principles in the country which is appropriate for the Article in question. For example, the determination of usual profit and general expenses under the provisions of Article 5 would be carried out

utilizing information prepared in a manner consistent with generally accepted accounting principles of the country of importation. On the other hand, the determination of usual profit and general expenses under the provisions of Article 6 would be carried out utilizing information prepared in a manner consistent with generally accepted accounting principles of the country of production. As a further example, the determination of an element provided for in Article 8.1(b)(ii) undertaken in the country of importation would be carried out utilizing information in a manner consistent with the generally accepted accounting principles of that country.

Note to Article 1

Price actually paid or payable

The price actually paid or payable is the total payment made or to be made by the buyer to or for the benefit of the seller for the imported goods. The payment need not necessarily take the form of a transfer of money. Payment may be made by way of letters of credit or negotiable instruments. Payment may be made directly or indirectly. An example of an indirect payment would be the settlement by the buyer, whether in whole or in part, of a debt owed by the seller.

Activities undertaken by the buyer on his own account, other than those for which an adjustment is provided in Article 8, are not considered to be an indirect payment to the seller, even though they might be regarded as of benefit to the seller. The costs of such activities shall not, therefore, be added to the price actually paid or payable in determining the customs value.

The customs value shall not include the following charges or costs, provided that they are distinguished from the price actually paid or payable for the imported goods:

(a) charges for construction, erection, assembly, maintenance or technical assistance, undertaken after importation on imported goods such as industrial plant, machinery or equipment;

(b) the cost of transport after importation;

(c) duties and taxes of the country of importation.

The price actually paid or payable refers to the price for the imported goods. Thus the flow of dividends or other payments from the buyer to the seller that do not relate to the imported goods are not part of the customs value.

Paragraph 1(a)(iii)

Among restrictions which would not render a price actually paid or payable unacceptable are restrictions which do not substantially affect the value of the goods. An example of such restrictions would be the case where a seller

requires a buyer of automobiles not to sell or exhibit them prior to a fixed date which represents the beginning of a model year.

Paragraph 1(b)

If the sale or price is subject to some condition or consideration for which a value cannot be determined with respect to the goods being valued, the transaction value shall not be acceptable for customs purposes. Some examples of this include:

(a) the seller establishes the price of the imported goods on condition that the buyer will also buy other goods in specified quantities;

(b) the price of the imported goods is dependent upon the price or prices at which the buyer of the imported goods sells other goods to the seller of the imported goods;

(c) the price is established on the basis of a form of payment extraneous to the imported goods, such as where the imported goods are semi-finished goods which have been provided by the seller on condition that he will receive a specified quantity of the finished goods.

However, conditions or considerations relating to the production or marketing of the imported goods shall not result in rejection of the transaction value. For example, the fact that the buyer furnishes the seller with engineering and plans undertaken in the country of importation shall not result in rejection of the transaction value for the purposes of Article 1. Likewise, if the buyer undertakes on his own account, even though by agreement with the seller, activities relating to the marketing of the imported goods, the value of these activities is not part of the customs value nor shall such activities result in rejection of the transaction value.

Paragraph 2

1. Paragraphs 2(a) and 2(b) provide different means of establishing the acceptability of a transaction value.

2. Paragraph 2(a) provides that where the buyer and the seller are related, the circumstances surrounding the sale shall be examined and the transaction value shall be accepted as the customs value provided that the relationship did not influence the price. It is not intended that there should be an examination of the circumstances in all cases where the buyer and the seller are related. Such examination will only be required where there are doubts about the acceptability of the price. Where the customs administration have no doubts about the acceptability of the price, it should be accepted without requesting further information from the importer. For example, the customs administration may have previously examined the relationship, or it may already have detailed information concerning the buyer and the seller, and

may already be satisfied from such examination or information that the relationship did not influence the price.

3. Where the customs administration is unable to accept the transaction value without further inquiry, it should give the importer an opportunity to supply such further detailed information as may be necessary to enable it to examine the circumstances surrounding the sale. In this context, the customs administration should be prepared to examine relevant aspects of the transaction, including the way in which the buyer and seller organize their commercial relations and the way in which the price in question was arrived at, in order to determine whether the relationship influenced the price. Where it can be shown that the buyer and seller, although related under the provisions of Article 15, buy from and sell to each other as if they were not related, this would demonstrate that the price had not been influenced by the relationship. As an example of this, if the price had been settled in a manner consistent with the normal pricing practices of the industry in question or with the way the seller settles prices for sales to buyers who are not related to him, this would demonstrate that the price had not been influenced by the relationship. As a further example, where it is shown that the price is adequate to ensure recovery of all costs plus a profit which is representative of the firm's overall profit realized over a representative period of time (e.g. on an annual basis) in sales of goods of the same class or kind, this would demonstrate that the price had not been influenced.

4. Paragraph 2(b) provides an opportunity for the importer to demonstrate that the transaction value closely approximates to a "test" value previously accepted by the customs administration and is therefore acceptable under the provisions of Article 1. Where a test under paragraph 2(b) is met, it is not necessary to examine the question of influence under paragraph 2(a). If the customs administration has already sufficient information to be satisfied, without further detailed inquiries, that one of the tests provided in paragraph 2(b) has been met, there is no reason for it to require the importer to demonstrate that the test can be met. In paragraph 2(b) the term "unrelated buyers" means buyers who are not related to the seller in any particular case.

Paragraph 2(b)

A number of factors must be taken into consideration in determining whether one value "closely approximates" to another value. These factors include the nature of the imported goods, the nature of the industry itself, the season in which the goods are imported, and, whether the difference in values is commercially significant. Since these factors may vary from case to case, it would be impossible to apply a uniform standard such as a fixed percentage, in each case. For example, a small difference in value in a case involving one type of goods could be unacceptable while a large difference in a case involving another type of goods might be acceptable in determining whether the transaction value closely approximates to the "test" values set forth in Article 1.2(b).

Note to Article 2

1. In applying Article 2, the customs administration shall, wherever possible, use a sale of identical goods at the same commercial level and in substantially the same quantities as the goods being valued. Where no such sale is found, a sale of identical goods that takes place under any one of the following three conditions may be used:

(a) a sale at the same commercial level but in different quantities;

(b) a sale at a different commercial level but in substantially the same quantities; or

(c) a sale at a different commercial level and in different quantities.

2. Having found a sale under any one of these three conditions adjustments will then be made, as the case may be, for:

(a) quantity factors only;

(b) commercial level factors only; or

(c) both commercial level and quantity factors.

3. The expression "and/or" allows the flexibility to use the sales and make the necessary adjustments in any one of the three conditions described above.

4. For the purposes of Article 2, the transaction value of identical imported goods means a customs value, adjusted as provided for in paragraphs 1(b) and 2 of this Article, which has already been accepted under Article 1.

5. A condition for adjustment because of different commercial levels or different quantities is that such adjustment, whether it leads to an increase or a decrease in the value, be made only on the basis of demonstrated evidence that clearly establishes the reasonableness and accuracy of the adjustment, e.g. valid price lists containing prices referring to different levels or different quantities. As an example of this, if the imported goods being valued consist of a shipment of 10 units and the only identical imported goods for which a transaction value exists involved a sale of 500 units, and it is recognized that the seller grants quantity discounts, the required adjustment may be accomplished by resorting to the seller's price list and using that price applicable to a sale of 10 units. This does not require that a sale had to have been made in quantities of 10 as long as the price list has been established as being bona fide through sales at other quantities. In the absence of such an objective measure, however, the determination of a customs value under the provisions of Article 2 is not appropriate.

Note to Article 3

1. In applying Article 3, the customs administration shall, wherever possible, use a sale of similar goods at the same commercial level and in substantially the same quantities as the goods being valued. Where no such sale is found, a sale of similar goods that takes place under any one of the following three conditions may be used:

(a) a sale at the same commercial level but in different quantities;

(b) a sale at a different commercial level but in substantially the same quantities; or

(c) a sale at a different commercial level and in different quantities.

2. Having found a sale under any one of these three conditions adjustments will then be made, as the case may be, for:

(a) quantity factors only;

(b) commercial level factors only; or

(c) both commercial level and quantity factors.

3. The expression "and/or" allows the flexibility to use the sales and make the necessary adjustments in any one of the three conditions described above.

4. For the purposes of Article 3, the transaction value of similar imported goods means a customs value, adjusted as provided for in paragraphs 1(b) and 2 of this Article, which has already been accepted under Article 1.

5. A condition for adjustment because of different commercial levels or different quantities is that such adjustment, whether it leads to an increase or a decrease in the value, be made only on the basis of demonstrated evidence that clearly establishes the reasonableness and accuracy of the adjustment, e.g. valid price lists containing prices referring to different levels or different quantities. As an example of this, if the imported goods being valued consist of a shipment of 10 units and the only similar imported goods for which a transaction value exists involved a sale of 500 units, and it is recognized that the seller grants quantity discounts, the required adjustment may be accomplished by resorting to the seller's price list and using that price applicable to a sale of 10 units. This does not require that a sale had to have been made in quantities of 10 as long as the price list has been established as being bona fide through sales at other quantities. In the absence of such an objective measure, however, the determination of a customs value under the provisions of Article 3 is not appropriate.

Note to Article 5

1. The term "unit price at which ... goods are sold in the greatest aggregate quantity" means the price at which the greatest number of units is sold in sales to persons who are not related to the persons from whom they buy such goods at the first commercial level after importation at which such sales take place.

2. As an example of this, goods are sold from a price list which grants favourable unit prices for purchases made in larger quantities.

Sale quantity	Unit price	Number of sales	Total quantity sold at each price
1-10 units	100	10 sales of 5 units 5 sales of 3 units	65
11-25 units	95	5 sales of 11 units	55
over 25 units	90	1 sale of 30 units 1 sale of 50 units	80

The greatest number of units sold at a price is 80; therefore, the unit price in the greatest aggregate quantity is 90.

3. As another example of this, two sales occur. In the first sale 500 units are sold at a price of 95 currency units each. In the second sale 400 units are sold at a price of 90 currency units each. In this example, the greatest number of units sold at a particular price is 500; therefore, the unit price in the greatest aggregate quantity is 95.

4. A third example would be the following situation where various quantities are sold at various prices.

(a) Sales

Sale quantity	Unit price
40 units	100
30 units	90
15 units	100
50 units	95
25 units	105
35 units	90
5 units	100

(b) Totals

Total quantity sold	Unit price
65	90
50	95
60	100
25	105

In this example, the greatest number of units sold at a particular price is 65; therefore, the unit price in the greatest aggregate quantity is 90.

5. Any sale in the importing country, as described in paragraph 1 above, to a person who supplies directly or indirectly free of charge or at reduced cost for use in connection with the production and sale for export of the imported goods any of the elements specified in Article 8.1(b), should not be taken into account in establishing the unit price for the purposes of Article 5.

6. It should be noted that "profit and general expenses" referred to in Article 5.1 should be taken as a whole. The figure for the purposes of this deduction should be determined on the basis of information supplied by or on behalf of the importer unless his figures are inconsistent with those obtaining in sales in the country of importation of imported goods of the same class or kind. Where the importer's figures are inconsistent with such figures, the amount for profit and general expenses may be based upon relevant information other than that supplied by or on behalf of the importer.

7. The "general expenses" include the direct and indirect costs of marketing the goods in question.

8. Local taxes payable by reason of the sale of the goods for which a deduction is not made under the provisions of Article 5.1(a)(iv) shall be deducted under the provisions of Article 5.1(a)(i).

9. In determining either the commissions or the usual profits and general expenses under the provisions of Article 5.1, the question whether certain goods are "of the same class or kind" as other goods must be determined on a case-by-case basis by reference to the circumstances involved. Sales in the country of importation of the narrowest group or range of imported goods of the same class or kind, which includes the goods being valued, for which the necessary information can be provided, should be examined. For the purposes of Article 5, "goods of the same class or kind" includes goods imported from the same country as the goods being valued as well as goods imported from other countries.

10. For the purposes of Article 5.1(b), the "earliest date" shall be the date by which sales of the imported goods or of identical or similar imported goods are made in sufficient quantity to establish the unit price.

11. Where the method in Article 5.2 is used, deductions made for the value added by further processing shall be based on objective and quantifiable data relating to the cost of such work. Accepted industry formulas, recipes, methods of construction, and other industry practices would form the basis of the calculations.

12. It is recognized that the method of valuation provided for in Article 5.2 would normally not be applicable when, as a result of the further processing, the imported goods lose their identity. However, there can be instances where, although the identity of the imported goods is lost, the value added by the processing can be determined accurately without unreasonable difficulty. On the other hand, there can also be instances where the imported goods maintain their identity but form such a minor element in the goods sold in the country of importation that the use of this valuation method would be unjustified. In view of the above, each situation of this type must be considered on a case-by-case basis.

Note to Article 6

1. As a general rule, customs value is determined under this Agreement on the basis of information readily available in the country of importation. In order to determine a computed value, however, it may be necessary to examine the costs of producing the goods being valued and other information which has to be obtained from outside the country of importation. Furthermore, in most cases the producer of the goods will be outside the jurisdiction of the authorities of the country of importation. The use of the computed value method will generally be limited to those cases where the buyer and seller are related, and the producer is prepared to supply to the authorities of the country of importation the necessary costings and to provide facilities for any subsequent verification which may be necessary.

2. The "cost or value" referred to in Article 6.1(a) is to be determined on the basis of information relating to the production of the goods being valued supplied by or on behalf of the producer. It is to be based upon the commercial accounts of the producer, provided that such accounts are consistent with the generally accepted accounting principles applied in the country where the goods are produced.

3. The "cost or value" shall include the cost of elements specified in Article 8.1(a)(ii) and (iii). It shall also include the value, apportioned as appropriate under the provisions of the relevant note to Article 8, of any element specified in Article 8.1(b) which has been supplied directly or indirectly by the buyer for use in connection with the production of the imported goods. The value of the elements specified in Article 8.1(b)(iv) which are undertaken in the country of importation shall be included only to the extent that such elements are charged to the producer. It is to be understood that no cost or value of the elements referred to in this paragraph shall be counted twice in determining the computed value.

4. The "amount for profit and general expenses" refefred to in Article 6.1(b) is to be determined on the basis of information supplied by or on behalf of the producer unless his figures are inconsistent with those usually reflected in sales of goods of the same class or kind as the goods being valued which are made by producers in the country of exportation for export to the country of importation.

5. It should be noted in this context that the "amount for profit and general expenses" has to be taken as a whole. It follows that if, in any particular case, the producer's profit figure is low and his general expenses are high, his profit and general expenses taken together may nevertheless be consistent with that usually reflected in sales of goods of the same class or kind. Such a situation might occur, for example, if a product were being launched in the country of importation and the producer accepted a nil or low profit to offset high general expenses associated with the launch. Where the producer can demonstrate that he is taking a low profit on his sales of the imported goods because of particular commercial circumstances, his actual profit figures should be taken into account provided that he has valid commercial reasons to justify them and his pricing policy reflects usual pricing policies in the branch of industry concerned. Such a situation might occur, for example, where producers have been forced to lower prices temporarily because of an unforeseeable drop in demand, or where they sell goods to complement a range of goods being produced in the country of importation and accept a low profit to maintain competitivity. Where the producer's own figures for profit and general expenses are not consistent with those usually reflected in sales of goods of the same class or kind as the goods being valued which are made by producers in the country of exportation for export to the country of importation, the amount for profit and general expenses may be based upon relevant information other than that supplied by or on behalf of the producer of the goods.

6. Where information other than that supplied by or on behalf of the producer is used for the purposes of determining a computed value, the authorities of the importing country shall inform the importer, if the latter so requests, of the source of such information, the data used and the calculations based upon such data, subject to the provisions of Article 10.

7. The "general expenses" referred to in Article 6.1(b) covers the direct and indirect costs of producing and selling the goods for export which are not included under Article 6.1(a).

8. Whether certain goods are "of the same class or kind" as other goods must be determined on a case-by-case basis with reference to the circumstances involved. In determining the usual profits and general expenses under the provisions of Article 6, sales for export to the country of importation of the narrowest group or range of goods, which includes the goods being valued, for which the necessary information can be provided, should be examined. For the purposes of Article 6, "goods of the same class or kind" must be from the same country as the goods being valued.

Note to Article 7

1. Customs values determined under the provisions of Article 7 should, to the greatest extent possible, be based on previously determined customs values.

2. The methods of valuation to be employed under Article 7 should be those laid down in Articles 1 to 6, inclusive, but a reasonable flexibility in the application of such methods would be in conformity with the aims and provisions of Article 7.

3. Some examples of reasonable flexibility are as follows:

(a) Identical goods - the requirement that the identical goods should be exported at or about the same time as the goods being valued could be flexibly interpreted; identical imported goods produced in a country other than the country of exportation of the goods being valued could be the basis for customs valuation; customs values of identical imported goods already determined under the provisions of Articles 5 and 6 could be used.

(b) Similar goods - the requirement that the similar goods should be exported at or about the same time as the goods being valued could be flexibly interpreted; similar imported goods produced in a country other than the country of exportation of the goods being valued could be the basis for customs valuation; customs values of similar imported goods already determined under the provisions of Articles 5 and 6 could be used.

(c) Deductive method - the requirement that the goods shall have been sold in the "condition as imported" in Article 5.1(a) could be flexibly interpreted; the "ninety days" requirement could be administered flexibly.

Note to Article 8

Paragraph 1(a)(i)

The term "buying commissions" means fees paid by an importer to his agent for the service of representing him abroad in the purchase of the goods being valued.

Paragraph 1(b)(ii)

1. There are two factors involved in the apportionment of the elements specified in Article 8.1(b)(ii) to the imported goods - the value of the element itself and the way in which that value is to be apportioned to the imported goods. The apportionment of these elements should be made in a reasonable manner appropriate to the circumstances and in accordance with generally accepted accounting principles.

2. Concerning the value of the element, if the importer acquires the element from a seller not related to him at a given cost, the value of the element is that cost. If the element was produced by the importer or by a person related to him, its value would be the cost of producing it. If the element had been previously used by the importer, regardless of whether it had been acquired or produced by such importer, the original cost of acquisition or production would have to be adjusted downward to reflect its use in order to arrive at the value of the element.

3. Once a value has been determined for the element, it is necessary to apportion that value to the imported goods. Various possibilities exist. For example, the value might be apportioned to the first shipment if the importer wishes to pay duty on the entire value at one time. As another example, the importer may request that the value be apportioned over the number of units produced up to the time of the first shipment. As a further example, he may request that the value be apportioned over the entire anticipated production where contracts or firm commitments exist for that production. The method of apportionment used will depend upon the documentation provided by the importer.

4. As an illustration of the above, an importer provides the producer with a mould to be used in the production of the imported goods and contracts with him to buy 10,000 units. By the time of arrival of the first shipment of 1,000 units, the producer has already produced 4,000 units. The importer may request the customs administration to apportion the value of the mould over 1,000 units, 4,000 units or 10,000 units.

Paragraph 1(b)(iv)

1. Additions for the elements specified in Article 8.1(b)(iv) should be based on objective and quantifiable data. In order to minimize the burden for both the importer and customs administration in determining the values to be added, data readily available in the buyer's commercial record system should be used in so far as possible.

2. For those elements supplied by the buyer which were purchased or leased by the buyer, the addition would be the cost of the purchase or the lease. No addition shall be made for those elements available in the public domain, other than the cost of obtaining copies of them.

3. The ease with which it may be possible to calculate the values to be added will depend on a particular firm's structure and management practice, as well as its accounting methods.

4. For example, it is possible that a firm which imports a variety of products from several countries maintains the records of its design centre outside the country of importation in such a way as to show accurately the costs attributable to a given product. In such cases, a direct adjustment may appropriately be made under the provisions of Article 8.

5. In another case, a firm may carry the cost of the design centre outside the country of importation as a general overhead expense without allocation to specific products. In this instance, an appropriate adjustment could be made under the provisions of Article 8 with respect to the imported goods by apportioning total design centre costs over total production benefiting from the design centre and adding such apportioned cost on a unit basis to imports.

6. Variations in the above circumstances will, of course, require different factors to be considered in determining the proper method of allocation.

7. In cases where the production of the element in question involves a number of countries and over a period of time, the adjustment should be limited to the value actually added to that element outside the country of importation.

Paragraph 1(c)

1. The royalties and licence fees referred to in Article 8.1(c) may include, among other things, payments in respect to patents, trademarks and copyrights. However, the charges for the right to reproduce the imported goods in the country of importation shall not be added to the price actually paid or payable for the imported goods in determining the customs value.

2. Payments made by the buyer for the right to distribute or resell the imported goods shall not be added to the price actually paid or payable for the imported goods if such payments are not a condition of the sale for export to the country of importation of the imported goods.

Paragraph 3

Where objective and quantifiable data do not exist with regard to the additions required to be made under the provisions of Article 8, the transaction value cannot be determined under the provisions of Article 1. As an illustration of this, a royalty is paid on the basis of the price in a sale in the importing country of a litre of a particular product that was imported by the kilogram and made up into a solution after importation. If the royalty is based partially on the imported goods and partially on other factors which have nothing to do with the imported goods (such as when the imported goods are mixed with domestic ingredients and are no longer separately identifiable, or when the royalty cannot be distinguished from special financial arrangements between the buyer and the seller), it would be inappropriate to attempt to make an addition for the royalty. However, if the amount of this royalty is based only on the imported goods and can be readily quantified, an addition to the price actually paid or payable can be made.

Note to Article 9

For the purposes of Article 9, "time of importation" may include the time of entry for customs purposes.

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Note to Article 11

1. Article 11 provides the importer with the right to appeal against a valuation determination made by the customs administration for the goods being valued. Appeal may first be to a higher level in the customs administration, but the importer shall have the right in the final instance to appeal to the judiciary.

2. "Without penalty" means that the importer shall not be subject to a fine or threat of fine merely because he chose to exercise his right of appeal. Payment of normal court costs and lawyers' fees shall not be considered to be a fine.

3. However, nothing in Article 11 shall prevent a Party from requiring full payment of assessed customs duties prior to an appeal.

Note to Article 15

Paragraph 4

For the purposes of this Article, the term "persons" includes legal persons, where appropriate.

Paragraph 4(e)

For the purposes of this Agreement, one person shall be deemed to control another when the former is legally or operationally in a position to exercise restraint or direction over the latter.

ANNEX II

Technical Committee on Customs Valuation

1. In accordance with Article 18 of this Agreement, the Technical Committee shall be established under the auspices of the Customs Co-operation Council with a view, at the technical level, towards uniformity in interpretation and application of this Agreement.

2. The responsibilities of the Technical Committee shall include the following:

(a) to examine specific technical problems arising in the day-to-day administration of the customs valuation systems of Parties and to give advisory opinions on appropriate solutions based upon the facts presented;

(b) to study, as requested, valuation laws, procedures and practices as they relate to this Agreement and to prepare reports on the results of such studies;

(c) to prepare and circulate annual reports on the technical aspects of the operation and status of this Agreement;

(d) to furnish such information and advice on any matters concerning the valuation of imported goods for customs purposes as may be requested by any Party or the Committee. Such information and advice may take the form of advisory opinions, commentaries or explanatory notes;

(e) to facilitate, as requested, technical assistance to Parties with a view to furthering the international acceptance of this Agreement; and

(f) to exercise such other responsibilities as the Committee may assign to it.

General

3. The Technical Committee shall attempt to conclude its work on specific matters, especially those referred to it by Parties or the Committee, in a reasonably short period of time.

4. The Technical Committee shall be assisted as appropriate in its activities by the Secretariat of the Customs Co-operation Council.

Representation

5. Each Party shall have the right to be represented on the Technical Committee. Each Party may nominate one delegate and one or more alternates to be its representatives on the Technical Committee. Such

a Party so represented on the Technical Committee is hereinafter referred to as a member of the Technical Committee. Representatives of members of the Technical Committee may be assisted by advisers. The GATT secretariat may also attend such meetings with observer status.

6. Members of the Customs Co-operation Council who are not Parties may be represented at meetings of the Technical Committee by one delegate and one or more alternates. Such representatives shall attend meetings of the Technical Committee as observers.

7. Subject to the approval of the Chairman of the Technical Committee, the Secretary-General of the Customs Co-operation Council (hereinafter referred to as "the Secretary-General") may invite representatives of governments which are neither Parties nor members of the Customs Co-operation Council and representatives of international governmental and trade organizations to attend meetings of the Technical Committee as observers.

8. Nominations of delegates, alternates and advisers to meetings of the Technical Committee shall be made to the Secretary-General.

Technical Committee meetings

9. The Technical Committee shall meet as necessary but at least two times a year. The date of each meeting shall be fixed by the Technical Committee at its preceding session. The date of the meeting may be varied either at the request of any member of the Technical Committee concurred in by a simple majority of the members of the Technical Committee or, in cases requiring urgent attention, at the request of the Chairman.

10. The meetings of the Technical Committee shall be held at the headquarters of the Customs Co-operation Council unless otherwise decided.

11. The Secretary-General shall inform all members of the Technical Committee and those included under paragraphs 6 and 7 at least thirty days in advance, except in urgent cases, of the opening date of each session of the Technical Committee.

Agenda

12. A provisional agenda for each session shall be drawn up by the Secretary-General and circulated to the members of the Technical Committee and to those included under paragraphs 6 and 7 at least thirty days in advance of the session, except in urgent cases. This agenda shall comprise all items whose inclusion has been approved by the Technical Committee during its preceding session, all items included by the Chairman on his own initiative, and all items whose inclusion has been requested by the Secretary-General, by the Committee or by any member of the Technical Committee.

13. The Technical Committee shall determine its agenda at the opening of each session. During the session the agenda may be altered at any time by the Technical Committee.

Officers and conduct of business

14. The Technical Committee shall elect from among the delegates of its members a Chairman and one or more Vice-Chairmen. The Chairman and Vice-Chairmen shall each hold office for a period of one year. The retiring Chairman and Vice-Chairmen are eligible for re-election. A Chairman or Vice-Chairman who ceases to represent a member of the Technical Committee shall automatically lose his mandate.

15. If the Chairman is absent from any meeting or part thereof, a Vice-Chairman shall preside. In that event, the latter shall have the same powers and duties as the Chairman.

16. The Chairman of the meeting shall participate in the proceedings of the Technical Committee as such and not as the representative of a member of the Technical Committee.

17. In addition to exercising the powers conferred upon him elsewhere by these rules, the Chairman shall declare the opening and closing of each meeting, direct the discussion, accord the right to speak, and, pursuant to these rules, have control of the proceedings. The Chairman may also call a speaker to order if his remarks are not relevant.

18. During discussion of any matter a delegation may raise a point of order. In this event, the Chairman shall immediately state his ruling. If this ruling is challenged, the Chairman shall submit it to the meeting for decisions and it shall stand unless overruled.

19. The Secretary-General, or officers of the Secretariat designated by him, shall perform the secretarial work of meetings of the Technical Committee.

Quorum and voting

20. Representatives of a simple majority of the members of the Technical Committee shall constitute a quorum.

21. Each member of the Technical Committee shall have one vote. A decision of the Technical Committee shall be taken by a majority comprising at least two thirds of the members present. Regardless of the outcome of the vote on a particular matter, the Technical Committee shall be free to make a full report to the Committee and to the Customs Co-operation Council on that matter indicating the different views expressed in the relevant discussions.

Languages and records

22. The official languages of the Technical Committee shall be English, French and Spanish. Speeches or statements made in any of these three languages shall be immediately translated into the other official languages unless

all delegations agree to dispense with translation. Speeches or statements made in any other language shall be translated into English, French and Spanish, subject to the same conditions, but in that event the delegation concerned shall provide the translation into English, French or Spanish. Only English, French and Spanish shall be used for the official documents of the Technical Committee. Memoranda and correspondence for the consideration of the Technical Committee must be presented in one of the official languages.

23. The Technical Committee shall draw up a report of all its sessions and, if the Chairman considers it necessary, minutes or summary records of its meetings. The Chairman or his designee shall report on the work of the Technical Committee at each meeting of the Committee and at each meeting of the Customs Co-operation Council.

ANNEX III

Ad hoc panels

1. Ad hoc panels established by the Committee under this Agreement shall have the following responsibilities:

(a) to examine the matter referred to it by the Committee;

(b) to consult with the parties to the dispute and give full opportunity for them to develop a mutually satisfactory solution; and

(c) to make a statement concerning the facts of the matter as they relate to the application of the provisions of this Agreement and, make such findings as will assist the Committee in making recommendations or giving rulings on the matter.

2. In order to facilitate the constitution of panels, the Chairman of the Committee shall maintain an informal indicative list of government officials knowledgeable in the area of customs valuation and experienced in the field of trade relations and economic development. This list may also include persons other than government officials. In this connection, each Party shall be invited to indicate at the beginning of every year to the Chairman of the Committee the name(s) of the one or two governmental experts whom the Parties would be willing to make available for such work. When a panel is established, the Chairman, after consultation with the Parties concerned, shall, within seven days of such establishment propose the composition of the panel consisting of three or five members and preferably government officials. The Parties directly concerned shall react within seven working days to nominations of panel members by the Chairman and shall not oppose nominations except for compelling reasons.

Citizens of countries whose governments are parties to a dispute shall not be eligible for membership of the panel concerned with that dispute. Panel members shall serve in their individual capacities and not as government representatives, nor as representatives of any organization. Governments or organizations shall therefore not give them instructions with regard to matters before a panel.

3. Each panel shall develop its own working procedures. All Parties having a substantial interest in the matter and having notified this to the Committee shall have an opportunity to be heard. Each panel may consult and seek information and technical advice from any source it deems appropriate. Before a panel seeks such information or technical advice from a source within the jurisdiction of a Party, it shall inform the government of that Party. Any Party shall respond promptly and fully to any request by a panel for such information as the panel considers necessary and appropriate. Confidential information provided to the panel shall not be disclosed without the specific permission of the person or government providing such information. Where such information is requested from the panel but release of such

information by the panel is not authorized, a non-confidential summary of the information, authorized by the person or government providing the information, will be provided.

4. Where the parties to the dispute have failed to reach a satisfactory solution, the panel shall submit its findings in writing. The report of a panel should normally set out the rationale behind its findings. Where a settlement of the matter is reached between the parties, the report of the panel may be confined to a brief description of the dispute and to a statement that a solution has been reached.

5. Panels shall use such report of the Technical Committee as may have been issued under Article 20.4 of this Agreement as the basis for their consideration of issues that involve questions of a technical nature.

6. The time required by panels will vary with the particular case. They should aim to deliver their findings, and where appropriate, recommendations, to the Committee without undue delay, normally within a period of three months from the date that the panel was established.

7. To encourage development of mutually satisfactory solutions between the parties to a dispute and with a view to obtaining their comments, each panel should first submit the descriptive part of its report to the Parties concerned, and should subsequently submit to the parties to the dispute its conclusions, or an outline thereof, a reasonable period of time before they are circulated to the Parties.

I hereby certify that the foregoing text is a true copy of the Agreement on Implementation of Article VII of the General Agreement on Tariffs and Trade, done at Geneva on 12 April 1979, the original of which is deposited with the Director-General to the CONTRACTING PARTIES to the General Agreement on Tariffs and Trade.

O. LONG

Director General
Geneva

PROTOCOL TO THE AGREEMENT ON IMPLEMENTATION OF ARTICLE VII
OF THE GENERAL AGREEMENT ON TARIFFS AND TRADE

Adopted November 1, 1979

The Parties to the Agreement on Implementation of Article VII of the General Agreement on Tariffs and Trade (hereinafter referred to as "the Agreement"),

Having regard to the Multilateral Trade Negotiations and to the desire expressed by the Trade Negotiations Committee at its meeting of 11 and 12 April 1979 to arrive at a single text of an Agreement on Implementation of Article VII of the General Agreement on Tariffs and Trade;

Recognizing that developing countries may have particular problems in applying the Agreement;

Considering that the provisions of Article 27 of the Agreement relating to amendments have not yet entered into force;

Hereby:

I

1. Agree to the deletion of the provision of Article 1.2(b)(iv) of the Agreement;

2. Recognize that the five-year delay in the application of the provisions of the Agreement by developing countries provided for in Article 21.1 may, in practice, be insufficient for certain developing countries. In such cases a developing country Party to the Agreement may request before the end of the period referred to in Article 21.1 an extension of such period, it being understood that the Parties to the Agreement will give sympathetic consideration to such a request in cases where the developing country in question can show good cause;

3. Recognize that developing countries which currently value goods on the basis of officially established minimum values may wish to make a reservation to enable them to retain such values on a limited and transitional basis under such terms and conditions as may be agreed to by the Parties to the Agreement;

4. Recognize that developing countries which consider that the reversal of the sequential order at the request of the importer provided for in Article 4 of the Agreement may give rise to real difficulties for them may wish to make a reservation to Article 4 in the following terms:

> "The Government of ..... reserves the right to provide that the relevant provision of Article 4 of the Agreement shall apply only when the customs authorities agree to the request to reverse the order of Articles 5 and 6."

If developing countries make such a reservation, the Parties to the Agreement shall consent to it under Article 23 of the Agreement;

5. Recognize that developing countries may wish to make a reservation with respect to Article 5.2 of the Agreement in the following terms:

> "The Government of ..... reserves the right to provide that Article 5.2 of the Agreement shall be applied in accordance with the provisions of the relevant note thereto whether or not the importer so requests."

If developing countries make such a reservation, the Parties to the Agreement shall consent to it under Article 23 of the Agreement;

6. Recognize that certain developing countries have expressed concern that there may be problems in the implementation of Article 1 of the Agreement insofar as it relates to importations into their countries by sole agents, sole distributors and sole concessionaires. The Parties to the Agreement agree that, if such problems arise in practice in developing countries applying the Agreement, a study of this question shall be made, at the request of such countries, with a view to finding appropriate solutions;

7. Agree that Article 17 recognizes that in applying the Agreement, customs administrations may need to make enquiries concerning the truth or accuracy of any statement, document or declaration presented to them for customs valuation purposes. They further agree that the Article thus acknowledges that enquiries may be made which are, for example, aimed at verifying that the elements of value declared or presented to customs in connection with a determination of customs value are complete and correct. They recognize that Parties to the Agreement, subject to their national laws and procedures, have the right to expect the full co-operation of importers in these enquiries;

8. Agree that the price actually paid or payable includes all payments actually made or to be made as a condition of sale of the imported goods, by the buyer to the seller, or by the buyer to a third party to satisfy an obligation of the seller.

II

1. Upon the entry into force of the Agreement the provisions of this Protocol shall be deemed to be part of the Agreement.

2. This Protocol shall be deposited with the Director-General to the CONTRACTING PARTIES to the GATT. It is open for acceptance, by signature or otherwise, by signatories of the Agreement on Implementation of

Article VII of the General Agreement on Tariffs and Trade and by other governments accepting or acceding to the Agreement pursuant to the provisions of Article 22 thereof.

Done at Geneva this first day of November 1979 in a single copy in the English, French and Spanish languages, each text being authentic.

I hereby certify that the foregoing text is a true copy of the Protocol to the Agreement on Implementation of Article VII of the General Agreement on Tariffs and Trade, done at Geneva on 1 November 1979, the original of which is deposited with the Director-General to the CONTRACTING PARTIES to the General Agreement on Tariffs and Trade.

O. LONG

Director General
Geneva

MULTILATERAL

General Agreement on Tariffs and Trade: Government Procurement [1]

Agreement done at Geneva April 12, 1979;
Entered into force January 1, 1981.

[1] Only the English language text of the agreement is printed herein. The French and Spanish language texts have been printed in the United Nations Treaty Series. See 1235 UNTS 258.

AGREEMENT ON GOVERNMENT PROCUREMENT

PREAMBLE

Parties to this Agreement (hereinafter referred to as "Parties"),

Considering that Ministers agreed in the Tokyo Declaration of 14 September 1973[1] that comprehensive Multilateral Trade Negotiations in the framework of the General Agreement on Tariffs and Trade[2] (hereinafter referred to as "General Agreement" or "GATT") should aim, inter alia, to reduce or eliminate non-tariff measures or, where this is not appropriate, their trade restricting or distorting effects, and to bring such measures under more effective international discipline;

Considering that Ministers also agreed that negotiations should aim to secure additional benefits for the international trade of developing countries, and recognized the importance of the application of differential measures in ways which will provide special and more favourable treatment for them where this is feasible and appropriate;

Recognizing that in order to achieve their economic and social objectives to implement programmes and policies of economic development aimed at raising the standard of living of their people, taking into account their balance-of-payments position, developing countries may need to adopt agreed differential measures;

Considering that Ministers in the Tokyo Declaration recognized that the particular situation and problems of the least developed among the developing countries shall be given special attention and stressed the need to ensure that these countries receive special treatment in the context of any general or specific measures taken in favour of the developing countries during the negotiations;

Recognizing the need to establish an agreed international framework of rights and obligations with respect to laws, regulations, procedures and practices regarding government procurement with a view to achieving greater liberalization and expansion of world trade and improving the international framework for the conduct of world trade;

Recognizing that laws, regulations, procedures and practices regarding government procurement should not be prepared, adopted or applied to foreign or domestic products and to foreign or domestic suppliers so as to afford protection to domestic products or suppliers and should not discriminate among foreign products or suppliers;

Recognizing that it is desirable to provide transparency of laws, regulations, procedures and practices regarding government procurement;

Recognizing the need to establish international procedures on notification, consultation, surveillance and dispute settlement with a view to ensuring a fair, prompt and effective enforcement of the international provisions on

[1] *Department of State Bulletin*, Oct. 8, 1973, p. 450.

[2] TIAS 1700; 61 Stat., pts. 5 and 6; 4 Bevans 639. [Footnotes added by the Department of State.]

government procurement and to maintain the balance of rights and obligations at the highest possible level;

Hereby agree as follows:

Article I

Scope and Coverage

1. This Agreement applies to:

(a) any law, regulation, procedure and practice regarding the procurement of products by the entities[1] subject to this Agreement. This includes services incidental to the supply of products if the value of these incidental services does not exceed that of the products themselves, but not service contracts *per se*;

(b) any procurement contract of a value of SDR 150,000 or more.[2] No procurement requirement shall be divided with the intent of reducing the value of the resulting contracts below SDR 150,000. If an individual requirement for the procurement of a product or products of the same type results in the award of more than one contract or in contracts being awarded in separate parts, the value of these recurring contracts in the twelve months subsequent to the initial contract shall be the basis for the application of this Agreement;

(c) procurement by the entities under the direct or substantial control of Parties and other designated entities, with respect to their procurement procedures and practices. Until the review and further negotiations referred to in the Final Provisions, the coverage of this Agreement is specified by the lists of entities, and to the extent that rectifications, modifications or amendments may have been made, their successor entities, in Annex I.

2. The Parties shall inform their entities not covered by this Agreement and the regional and local governments and authorities within their territories of the objectives, principles and rules of this Agreement, in particular the rules on national treatment and non-discrimination, and draw their attention to the overall benefits of liberalization of government procurement.

[1] Throughout this Agreement, the word entities is understood to include agencies.

[2] For contracts below the threshold, the Parties shall consider, in accordance with paragraph 6 of Article IX, the application in whole or in part of this Agreement. In particular, they shall review the procurement practices and procedures utilized and the application of non-discrimination and transparency for such contracts in connexion with the possible inclusion of contracts below the threshold in this Agreement.

Article II

National Treatment and Non-Discrimination

1. With respect to all laws, regulations, procedures and practices regarding government procurement covered by this Agreement, the Parties shall provide immediately and unconditionally to the products and suppliers of other Parties offering products originating within the customs territories (including free zones) of the Parties, treatment no less favourable than:

(a) that accorded to domestic products and suppliers; and

(b) that accorded to products and suppliers of any other Party.

2. The provisions of paragraph 1 shall not apply to customs duties and charges of any kind imposed on or in connexion with importation, the method of levying such duties and charges, and other import regulations and formalities.

3. The Parties shall not apply rules of origin to products imported for purposes of government procurement covered by this Agreement from other Parties, which are different from the rules of origin applied in the normal course of trade and at the time of importation to imports of the same products from the same Parties.

Article III

Special and Differential Treatment for Developing Countries

Objectives

1. The Parties shall, in the implementation and administration of this Agreement, through the provisions set out in this Article, duly take into account the development, financial and trade needs of developing countries, in particular the least-developed countries, in their need to:

(a) safeguard their balance-of-payments position and ensure a level of reserves adequate for the implementation of programmes of economic development;

(b) promote the establishment or development of domestic industries including the development of small-scale and cottage industries in rural or backward areas; and economic development of other sectors of the economy;

(c) support industrial units so long as they are wholly or substantially dependent on government procurement;

(d) encourage their economic development through regional or global arrangements among developing countries presented to the CONTRACTING PARTIES to the GATT and not disapproved by them.

2. Consistently with the provisions of this Agreement, the Parties shall, in the preparation and application of laws, regulations and procedures affecting government procurement, facilitate increased imports from developing countries, bearing in mind the special problems of the least-developed countries and of those countries at low stages of economic development.

Coverage

3. With a view to ensuring that developing countries are able to adhere to this Agreement on terms consistent with their development, financial and trade needs, the objectives listed in paragraph 1 above shall be duly taken into account in the course of the negotiations with respect to the lists of entities of developing countries to be covered by the provisions of this Agreement. Developed countries, in the preparation of their lists of entities to be covered by the provisions of this Agreement shall endeavour to include entities purchasing products of export interest to developing countries.

Agreed exclusions

4. Developing countries may negotiate with other participants in the negotiation of this Agreement mutually acceptable exclusions from the rules on national treatment with respect to certain entities or products that are included in their lists of entities having regard to the particular circumstances of each case. In such negotiations, the considerations mentioned in paragraph 1(a)-(c) above shall be duly taken into account. Developing countries participating in regional or global arrangements among developing countries referred to in paragraph 1(d) above, may also negotiate exclusions to their lists, having regard to the particular circumstances of each case, taking into account, inter alia, the provisions on government procurement provided for in the regional or global arrangements concerned and taking into account, in particular, products which may be subject to common industrial development programmes.

5. After entry into force of this Agreement, the developing country Parties may modify their lists of entities in accordance with the provisions for modification of such lists contained in paragraph 5 of Article IX of this Agreement, having regard to their development, financial and trade needs, or may request the Committee to grant exclusions from the rules on national treatment for certain entities or products that are included in their lists of entities, having regard to the particular circumstances of each case and taking duly into account the provisions of paragraph 1(a)-(c) above. The developing country Parties may also request, after entry into force of this Agreement, the Committee to grant exclusions for certain entities or products that are included in their lists in the light of their participation in regional or global arrangements among developing countries, having regard to the particular circumstances of each case and taking duly into account the provisions of paragraph 1(d) above. Each request to the Committee by a developing country Party relating to modification of a list shall be accompanied by documentation relevant to the request or by such information as may be necessary for consideration of the matter.

6. Paragraphs 4 and 5 above shall apply mutatis mutandis to developing countries acceding to this Agreement after its entry into force.

7. Such agreed exclusions as mentioned in paragraphs 4, 5 and 6 above shall be subject to review in accordance with the provisions of paragraph 13 of this Article.

Technical assistance for developing country Parties

8. Developed country Parties shall, upon request, provide all technical assistance which they may deem appropriate to developing country Parties in resolving their problems in the field of government procurement.

9. This assistance which shall be provided on the basis of non-discrimination among the developing country Parties shall relate, inter alia, to:

- the solution of particular technical problems relating to the award of a specific contract;

- any other problem which the Party making the request and another Party agree to deal with in the context of this assistance.

Information centres

10. The developed country Parties shall establish, individually or jointly, information centres to respond to reasonable requests from developing country Parties for information relating to, inter alia, laws, regulations, procedures and practices regarding government procurement, notices about proposed purchases which have been published, addresses of the entities covered by this Agreement, and the nature and volume of products purchased or to be purchased, including available information about future tenders. The Committee may also set up an information centre.

Special treatment for least-developed countries

11. Having regard to paragraph 6 of the Tokyo Declaration, special treatment shall be granted to the least-developed country Parties and to the suppliers in those countries with respect to products originating in those countries, in the context of any general or specific measures in favour of the developing country Parties. The Parties may also grant the benefits of this Agreement to suppliers in the least-developed countries which are not Parties, with respect to products originating in those countries.

12. Developed country Parties shall, upon request, provide assistance which they may deem appropriate to potential tenderers in the least-developed countries in submitting their tenders and selecting the products which are likely to be of interest to entities of developed countries as well as to suppliers in the least-developed countries and likewise assist them to comply with technical regulations and standards relating to products which are the subject of the proposed purchase.

Review

13. The Committee shall review annually the operation and effectiveness of this Article and after each three years of its operation on the basis of reports to be submitted by the Parties shall carry out a major review in order to evaluate its effects. As part of the three-yearly reviews and with a view to achieving the maximum implementation of the provisions of this Agreement, including in particular Article II, and having regard to the development, financial and trade situation of the developing countries concerned, the Committee shall examine whether exclusions provided for in accordance with the provisions of paragraphs 4 to 6 of this Article shall be modified or extended.

14. In the course of further rounds of negotiations in accordance with the provisions of Article IX, paragraph 6, the developing country Parties shall give consideration to the possibility of enlarging their lists of entities having regard to their economic, financial and trade situation.

Article IV

Technical Specifications

1. Technical specifications laying down the characteristics of the products to be purchased such as quality, performance, safety and dimensions, testing and test methods, symbols, terminology, packaging, marking and labelling, and conformity certification requirements prescribed by procurement entities, shall not be prepared, adopted or applied with a view to creating obstacles to international trade nor have the effect of creating unnecessary obstacles to international trade.

2. Any technical specification prescribed by procurement entities shall, where appropriate:

(a) be in terms of performance rather than design; and

(b) be based on international standards, national technical regulations, or recognized national standards.

3. There shall be no requirement or reference to a particular trade mark or name, patent, design or type, specific origin or producer unless there is no sufficiently precise or intelligible way of describing the procurement requirements and provided that words such as "or equivalent" are included in the tenders.

Article V

Tendering Procedures

1. The Parties shall ensure that the tendering procedures of their entities are consistent with the provisions below. Open tendering procedures, for the purposes of this Agreement, are those procedures under which all interested suppliers may submit a tender. Selective tendering procedures, for the purposes of this Agreement, are those procedures under which, consistent with paragraph 7 and other relevant provisions of this Article, those suppliers invited to do so by the entity may submit a tender. Single tendering procedures, for the purposes of this Agreement, are those procedures where the entity contacts suppliers individually, only under the conditions specified in paragraph 15 below.

Qualification of suppliers

2. Entities, in the process of qualifying suppliers, shall not discriminate among foreign suppliers or between domestic and foreign suppliers. Qualification procedures shall be consistent with the following:

(a) any conditions for participation in tendering procedures shall be published in adequate time to enable interested suppliers to initiate and, to the extent that it is compatible with efficient operation of the procurement process, complete the qualification procedures;

(b) any conditions for participation required from suppliers, including financial guarantees, technical qualifications and information necessary for establishing the financial, commercial and technical capacity of suppliers, as well as the verification of qualifications, shall be no less favourable to foreign suppliers than to domestic suppliers and shall not discriminate among foreign suppliers;

(c) the process of, and the time required for, qualifying suppliers shall not be used in order to keep foreign suppliers off a suppliers' list or from being considered for a particular proposed purchase. Entities shall recognize as qualified suppliers such domestic or foreign suppliers who meet the conditions for participation in a particular proposed purchase. Suppliers requesting to participate in a particular proposed purchase who may not yet be qualified shall also be considered, provided there is sufficient time to complete the qualification procedure;

(d) entities maintaining permanent lists of qualified suppliers shall ensure that all qualified suppliers so requesting are included in the lists within a reasonably short time;

(e) any supplier having requested to become a qualified supplier shall be advised by the entities concerned of the decision in this regard. Qualified suppliers included on permanent lists by entities shall also be notified of the termination of any such lists or of their removal from them;

(f) nothing in sub-paragraphs (a) to (e) above shall preclude the exclusion of any supplier on grounds such as bankruptcy or false declarations, provided that such an action is consistent with the national treatment and non-discrimination provisions of this Agreement.

Notice of proposed purchase and tender documentation

3. Entities shall publish a notice of each proposed purchase in the appropriate publication listed in Annex II. Such notice shall constitute an invitation to participate in either open or selective tendering procedures.

4. Each notice of proposed purchase shall contain the following information:

(a) the nature and quantity of the products to be supplied, or envisaged to be purchased in the case of contracts of a recurring nature;

(b) whether the procedure is open or selective;

(c) any delivery date;

(d) the address and final date for submitting an application to be invited to tender or for qualifying for the suppliers' lists, or for receiving tenders, as well as the language or languages in which they must be submitted;

(e) the address of the entity awarding the contract and providing any information necessary for obtaining specifications and other documents;

(f) any economic and technical requirements, financial guarantees and information required from suppliers;

(g) the amount and terms of payment of any sum payable for the tender documentation.

The entity shall publish in one of the official languages of the GATT a summary of the notice of proposed purchase containing at least the following:

(i) subject matter of the contract;

(ii) time-limits set for the submission of tenders or an application to be invited to tender; and

(iii) addresses from which documents relating to the contracts may be requested.

5. To ensure optimum effective international competition under selective tendering procedures, entities shall, for each proposed purchase, invite tenders from the maximum number of domestic and foreign suppliers, consistent with the efficient operation of the procurement system. They shall select the suppliers to participate in the procedure in a fair and non-discriminatory manner.

6. (a) In the case of selective tendering procedures, entities maintaining permanent lists of qualified suppliers shall publish annually in one of the publications listed in Annex III, a notice of the following:

(i) the enumeration of the lists maintained, including their headings, in relation to the products or categories of products to be purchased through the lists;

(ii) the conditions to be filled by potential suppliers in view of their inscription on those lists and the methods according to which each of those conditions be verified by the entity concerned;

(iii) the period of validity of the lists, and the formalities for their renewal.

(b) Entities maintaining permanent lists of qualified suppliers may select suppliers to be invited to tender from among those listed. Any selection shall allow for equitable opportunities for suppliers on the lists.

(c) If, after publication of the notice under paragraph 3 above, a supplier not yet qualified requests to participate in a particular tender, the entity shall promptly start the procedure of qualification.

7. Suppliers requesting to participate in a particular proposed purchase shall be permitted to submit a tender and be considered provided, in the case of those not yet qualified, there is sufficient time to complete the qualification procedure under paragraphs 2-6 of this Article. The number of additional suppliers permitted to participate shall be limited only by the efficient operation of the procurement system.

8. If after publication of a notice of a proposed purchase but before the time set for opening or receipt of tenders as specified in the notices or the tender documentation, it becomes necessary to amend or re-issue the notice, the amendment or the re-issued notice shall be given the same circulation as the original documents upon which the amendment is based. Any significant information given to one supplier with respect to a particular proposed purchase shall be given simultaneously to all other suppliers concerned in adequate time to permit the suppliers to consider such information and to respond to it.

9. (a) Any prescribed time-limit shall be adequate to allow foreign as well as domestic suppliers to prepare and submit tenders before the closing of the tendering procedures. In determining any such time-limit, entities shall, consistent with their own reasonable needs, take into account such factors as the complexity of the proposed purchase, the extent of sub-contracting anticipated, and the normal time for transmitting tenders by mail from foreign as well as domestic points.

(b) Consistent with the entity's own reasonable needs, any delivery date shall take into account the normal time required for the transport of goods from the different points of supply.

10. (a) In open procedures, the period for the receipt of tenders shall in no case be less than thirty days from the date of publication referred to in paragraph 3 of this Article.

(b) In selective procedures not involving the use of a permanent list of qualified suppliers, the period for submitting an application to be invited to tender shall in no case be less than thirty days from the date of publication referred to in paragraph 3; the period for receipt of tenders shall in no case be less than thirty days from the date of issuance of the invitation to tender.

(c) In selective procedures involving the use of a permanent list of qualified suppliers, the period for receipt of tenders shall in no case be less than thirty days from the date of the initial issuance of invitations to tender. If the date of initial issuance of invitations to tender does not coincide with the date of the publication referred to in paragraph 3, there shall in no case be less than thirty days between those two dates.

(d) The periods referred to in (a), (b) and (c) above may be reduced either where a state of urgency duly substantiated by the entity renders impracticable the periods in question or in the case of the second or subsequent publications dealing with contracts of a recurring nature within the meaning of paragraph 4 of this Article.

11. If, in tendering procedures, an entity allows tenders to be submitted in several languages, one of those languages shall be one of the official languages of the GATT.

12. Tender documentation provided to suppliers shall contain all information necessary to permit them to submit responsive tenders, including the following:

(a) the address of the entity to which tenders should be sent;

(b) the address where requests for supplementary information should be sent;

(c) the language or languages in which tenders and tendering documents must be submitted;

(d) the closing date and time for receipt of tenders and the length of time during which any tender should be open for acceptance;

(e) the persons authorized to be present at the opening of tenders and the date, time and place of this opening;

(f) any economic and technical requirement, financial guarantees and information or documents required from suppliers;

(g) a complete description of the products required or of any requirements including technical specifications, conformity certification to be fulfilled by the products, necessary plans, drawings and instructional materials;

(h) the criteria for awarding the contract, including any factors other than price that are to be considered in the evaluation of tenders and the cost elements to be included in evaluating tender prices, such as transport, insurance and inspection costs, and in the case of foreign products, customs duties and other import charges, taxes and currency of payment;

(i) the terms of payment;

(j) any other terms or conditions.

13. (a) In open procedures, entities shall forward the tender documentation at the request of any supplier participating in the procedure, and shall reply promptly to any reasonable request for explanations relating thereto.

(b) In selective procedures, entities shall forward the tender documentation at the request of any supplier requesting to participate and shall reply promptly to any reasonable request for explanations relating thereto.

(c) Entities shall reply promptly to any reasonable request for relevant information submitted by a supplier participating in the tendering procedure, on condition that such information does not give that supplier an advantage over its competitors in the procedure for the award of the contract.

Submission, receipt and opening of tenders and awarding of contracts

14. The submission, receipt and opening of tenders and awarding of contracts shall be consistent with the following:

(a) tenders shall normally be submitted in writing directly or by mail. If tenders by telex, telegram or telecopy are permitted, the tender made thereby must include all the information necessary for the

evaluation of the tender, in particular the definitive price proposed by the tenderer and a statement that the tenderer agrees to all the terms, conditions and provisions of the invitation to tender. The tender must be confirmed promptly by letter or by the despatch of a signed copy of the telex, telegram or telecopy. Tenders presented by telephone shall not be permitted. The content of the telex, telegram or telecopy shall prevail where there is a difference of conflict between that content and any documentation received after the time-limit; requests to participate in selective tendering procedures may be submitted by telex, telegram or telecopy;

(b) the opportunities that may be given to tenderers to correct unintentional errors between the opening of tenders and the awarding of the contract shall not be permitted to give rise to any discriminatory practice;

(c) a supplier shall not be penalized if a tender is received in the office designated in the tender documentation after the time specified because of delay due solely to mishandling on the part of the entity. Tenders may also be considered in other exceptional circumstances if the procedures of the entity concerned so provide;

(d) all tenders solicited under open and selective procedures by entities shall be received and opened under procedures and conditions guaranteeing the regularity of the openings as well as the availability of information from the openings. The receipt and opening of tenders shall also be consistent with the national treatment and non-discrimination provisions of this Agreement. To this effect, and in connexion with open procedures, entities shall establish provisions for the opening of tenders in the presence of either tenderers or their representatives, or an appropriate and impartial witness not connected with the procurement process. A report on the opening of tenders shall be drawn up in writing. This report shall remain with the entities concerned at the disposal of the government authorities responsible for the entity in order that it may be used if required under the procedures of Articles VI and VII of this Agreement;

(e) to be considered for award, a tender must, at the time of opening, conform to the essential requirements of the notices or tender documentation and be from suppliers which comply with the conditions for participation. If an entity has received a tender abnormally lower than other tenders submitted, it may enquire with the tenderer to ensure that it can comply with the conditions of participation and be capable of fulfilling the terms of the contract;

(f) unless in the public interest an entity decided not to issue the contract, the entity shall make the award to the tenderer who has been determined to be fully capable of undertaking the contract and whose tender, whether for domestic or foreign products, is either the lowest tender or the tender which in terms of the specific evaluation criteria set forth in the notices or tender documentation is determined to be the most advantageous;

(g) if it appears from evaluation that no one tender is obviously the most advantageous in terms of the specific evaluation criteria set forth in the notices or tender documentation, the entity shall, in any subsequent negotiations, give equal consideration and treatment to all tenders within the competitive range;

(h) entities should normally refrain from awarding contracts on the condition that the supplier provide offset procurement opportunities or similar conditions. In the limited number of cases where such requisites are part of a contract, Parties concerned shall limit the offset to a reasonable proportion within the contract value and shall not favour suppliers from one Party over suppliers from any other Party. Licensing of technology should not normally be used as a condition of award but instances where it is required should be as infrequent as possible and suppliers from one Party shall not be favoured over suppliers from any other Party.

Use of single tendering

15. The provisions of paragraphs 1-14 above governing open and selective tendering procedures need not apply in the following conditions, provided that single tendering is not used with a view to avoiding maximum possible competition or in a manner which would constitute a means of discrimination among foreign suppliers or protection to domestic producers:

(a) in the absence of tenders in response to an open or selective tender, or when the tenders submitted have been either collusive or do not conform to the essential requirements in the tender, or from suppliers who do not comply with the conditions for participation provided for in accordance with this Agreement, on condition, however, that the requirements of the initial tender are not substantially modified in the contract as awarded;

(b) when, for works of art or for reasons connected with protection of exclusive rights, such as patents or copyrights, the products can be supplied only by a particular supplier and no reasonable alternative or substitute exists;

(c) insofar as is strictly necessary when, for reasons of extreme urgency brought about by events unforeseeable by the entity, the products could not be obtained in time by means of open or selective tendering procedures;

(d) for additional deliveries by the original supplier which are intended either as parts replacement for existing supplies or installations, or as the extension of existing supplies or installations where a change of supplier would compel the entity to purchase equipment not meeting requirements of interchangeability with already existing equipment;

(e) when an entity purchases prototypes or a first product which are developed at its request in the course of, and for, a particular contract for research, experiment, study or original development. When such contracts have been fulfilled, subsequent purchases of products shall be subject to paragraphs 1-14 of this Article.[3]

16. Entities shall prepare a report in writing on each contract awarded under the provisions of paragraph 15 of this Article. Each report shall contain the name of the purchasing entity, value and kind of goods purchased, country of origin, and a statement of the conditions in paragraph 15 of this Article which prevailed. This report shall remain with the entities concerned at the disposal of the government authorities responsible for the entity in order that it may be used if required under the procedures of Articles VI and VII of this Agreement.

Article VI

Information and Review

1. Any law, regulation, judicial decision, administrative ruling of general application, and any procedure (including standard contract clauses) regarding government procurement covered by this Agreement, shall be published promptly by the Parties in the appropriate publications listed in Annex IV and in such a manner as to enable other Parties and suppliers to become acquainted with them. The Parties shall be prepared, upon request, to explain to any other Party their government procurement procedures. Entities shall be prepared, upon request, to explain to any supplier from a country which is a Party to this Agreement their procurement practices and procedures.

[3]Original development of a first product may include limited production in order to incorporate the results of field testing and to demonstrate that the product is suitable for production in quantity to acceptable quality standards. It does not extend to quantity production to establish commercial viability or to recover research and development costs.

2. Entities shall, upon request by any supplier, promptly provide pertinent information concerning the reasons why that supplier's application to qualify for the suppliers' list was rejected, or why that supplier was not invited or admitted to tender.

3. Entities shall promptly, and in no case later than seven working days from the date of the award of a contract, inform the unsuccessful tenderers by written communication or publication that a contract has been awarded.

4. Upon request by an unsuccessful tenderer, the purchasing entity shall promptly provide that tenderer with pertinent information concerning the reasons why the tender was not selected, including information on the characteristics and the relative advantages of the tender selected, as well as the name of the winning tenderer.

5. Entities shall establish a contact point to provide additional information to any unsuccessful tenderer dissatisfied with the explanation for rejection of his tender or who may have further questions about the award of the contract. There shall also be procedures for the hearing and reviewing of complaints arising in connexion with any phase of the procurement process, so as to ensure that, to the greatest extent possible, disputes under this Agreement will be equitably and expeditiously resolved between the suppliers and the entities concerned.

6. The government of the unsuccessful tenderer, which is a Party to this Agreement, may seek, without prejudice to the provisions under Article VII, such additional information on the contract award as may be necessary to ensure that the purchase was made fairly and impartially. To this end, the purchasing government shall provide information on both the characteristics and relative advantages of the winning tender and the contract price. Normally this latter information may be disclosed by the government of the unsuccessful tenderer provided it exercises this right with discretion. In cases where release of this information would prejudice competition in future tenders this information shall not be disclosed except after consultation with and agreement of the Party which gave the information to the government of the unsuccessful tenderer.

7. Available information concerning individual contract awards shall be provided, upon a request, to any other Party.

8. Confidential information provided to any Party which would impede law enforcement or otherwise be contrary to the public interest or would prejudice the legitimate commercial interest of particular enterprises, public or private, or might prejudice fair competition between suppliers, shall not be revealed without formal authorization from the party providing the information.

9. The Parties shall collect and provide to the Committee on an annual basis statistics on their purchases. Such reports shall contain the following information with respect to contracts awarded by all procurement entities covered under this Agreement:

(a) global statistics on estimated value of contracts awarded, both above and below the threshold value;

(b) statistics on number and total value of contracts awarded above the threshold value, broken down by entities, categories of products and either nationality of the winning tenderer or country of origin of the product, according to a recognized trade or other appropriate classification system;

(c) statistics on the total number and value of contracts awarded under each of the cases of Article V, paragraph 15.

Article VII

Enforcement of Obligations

Institutions

1. There shall be established under this Agreement a Committee on Government Procurement (referred to in this Agreement as "the Committee") composed of representatives from each of the Parties. This Committee shall elect its own Chairman and shall meet as necessary but not less than once a year for the purpose of affording Parties the opportunity to consult on any matters relating to the operation of this Agreement or the furtherance of its objectives, and to carry out such other responsibilities as may be assigned to it by the Parties.

2. The Committee may establish ad hoc panels in the manner and for the purposes set out in paragraph 8 of this Article and working parties or other subsidiary bodies which shall carry out such functions as may be given to them by the Committee.

Consultations

3. Each Party shall afford sympathetic consideration to, and shall afford adequate opportunity for consultations regarding, representations made by another Party with respect to any matter affecting the operation of this Agreement.

4. If any Party considers that any benefit accruing to it, directly or indirectly, under this Agreement is being nullified or impaired, or that the achievement of any objective of this Agreement is being impeded, by another Party or Parties, it may, with a view to reaching a mutually satisfactory resolution of the matter, request in writing consultations with the Party or Parties in question. Each Party shall afford sympathetic consideration to any request from another Party for consultations. The Parties concerned shall initiate requested consultations promptly.

5. The Parties engaged in consultations on a particular matter affecting the operation of this Agreement shall provide information concerning the matter subject to the provisions of Article VI, paragraph 8, and attempt to conclude such consultations within a reasonably short period of time.

Dispute settlement

6. If no mutually satisfactory solution has been reached as a result of consultations under paragraph 4 between the Parties concerned, the Committee shall meet at the request of any party to the dispute within thirty days of receipt of such a request to investigate the matter, with a view to facilitating a mutually satisfactory solution.

7. If no mutually satisfactory solution has been reached after detailed examination by the Committee under paragraph 6 within three months, the Committee shall, at the request of any party to the dispute establish a panel to:

(a) examine the matter;

(b) consult regularly with the parties to the dispute and give full opportunity for them to develop a mutually satisfactory solution;

(c) make a statement concerning the facts of the matter as they relate to application of this Agreement and make such findings as will assist the Committee in making recommendations or giving rulings on the matter.

8. In order to facilitate the constitution of panels, the Chairman of the Committee shall maintain an informal indicative list of governmental officials experienced in the field of trade relations. This list may also include persons other than governmental officials. In this connexion, each Party shall be invited to indicate at the beginning of every year to the Chairman of the Committee the name(s) of the one or two persons whom the Parties would be willing to make available for such work. When a panel is established under paragraph 7, the Chairman, within seven days, shall propose to the parties to the dispute the composition of the panel consisting of three or five members and preferably government officials. The parties directly concerned shall react within seven working days to nominations of panel members by the Chairman and shall not oppose nominations except for compelling reasons.

Citizens of countries whose governments are parties to a dispute shall not be eligible for membership of the panel concerned with that dispute. Panel members shall serve in their individual capacities and not as governmental representatives nor as representatives of any organization. Governments or organizations shall therefore not give them instructions with regard to matters before a panel.

9. Each panel shall develop its own procedures. All Parties, having a substantial interest in the matter and having notified this to the Committee, shall have an opportunity to be heard. Each panel may consult with and seek information from any source it deems appropriate. Before a panel seeks such information from a source within the jurisdiction of a Party it shall inform the government of that Party. Any Party shall respond promptly and fully to any request by a panel for such information as the panel considers necessary and appropriate. Confidential information provided to the panel shall not be revealed without formal authorization from the government or person providing the information. Where such information is requested from the panel but release of such information by the panel is not authorized, a non-confidential summary of the information, authorized by the government or person providing the information, will be provided.

Where a mutually satisfactory solution to a dispute cannot be found or where the dispute relates to an interpretation of this Agreement, the panel should first submit the descriptive part of its report to the Parties concerned, and should subsequently submit to the parties to the dispute its conclusions, or an outline thereof, a reasonable period of time before they are circulated to the Committee. Where an interpretation of this Agreement is not involved and where a bilateral settlement of the matter has been found, the report of the panel may be confined to a brief description of the case and to reporting that a solution had been reached.

10. The time required by panels will vary with the particular case. Panels should aim to deliver their findings, and where appropriate, recommendations, to the Committee without undue delay, taking into account the obligation of the Committee to ensure prompt settlement in cases of urgency, normally within a period of four months from the date the panel was established.

Enforcement

11. After the examination is complete or after the report of a panel, working party or other subsidiary body is presented to the Committee, the Committee shall give the matter prompt consideration. With respect to these reports, the Committee shall take appropriate action normally within thirty days of receipt of the report unless extended by the Committee, including:

(a) a statement concerning the facts of the matter;

(b) recommendations to one or more Parties; and/or

(c) any other ruling which it deems appropriate.

Any recommendations by the Committee shall aim at the positive resolution of the matter on the basis of the operative provisions of this Agreement and its objectives set out in the Preamble.

12. If a Party to which recommendations are addressed considers itself unable to implement them, it should promptly furnish reasons in writing to the Committee. In that event, the Committee shall consider what further action may be appropriate.

13. The Committee shall keep under surveillance any matter on which it has made recommendations or given rulings.

Balance of rights and obligations

14. If the Committee's recommendations are not accepted by a party, or parties, to the dispute, and if the Committee considers that the circumstances are serious enough to justify such action, it may authorize a Party or Parties to suspend in whole or in part, and for such time as may be necessary, the application of this Agreement to any other Party or Parties, as is determined to be appropriate in the circumstances.

Article VIII

Exceptions to the Agreement

1. Nothing in this Agreement shall be construed to prevent any Party from taking any action or not disclosing any information which it considers necessary for the protection of its essential security interests relating to the procurement of arms, ammunition or war materials, or to procurement indispensable for national security or for national defence purposes.

2. Subject to the requirement that such measures are not applied in a manner which would constitute a means of arbitrary or unjustifiable discrimination between countries where the same conditions prevail or a disguised restriction on international trade, nothing in this Agreement shall be construed to prevent any Party from imposing or enforcing measures necessary to protect public morals, order or safety, human, animal or plant life or health, intellectual property, or relating to the products of handicapped persons, of philanthropic institutions or of prison labour.

Article IX

Final Provisions

1. Acceptance and accession

(a) This Agreement shall be open for acceptance by signature or otherwise, by governments contracting parties to the GATT and by the European Economic Community whose agreed lists of entities are contained in Annex I.

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(b) Any government contracting party to the GATT not a Party to this Agreement may accede to it on terms to be agreed between that government and the Parties. Accession shall take place by the deposit with the Director-General to the CONTRACTING PARTIES to the GATT of an instrument of accession which states the terms so agreed.

(c) This Agreement shall be open for acceptance by signature or otherwise by governments having provisionally acceded to the GATT, on terms related to the effective application of rights and obligations under this Agreement, which take into account rights and obligations in the instruments providing for their provisional accession, and whose agreed lists of entities are contained in Annex I.

(d) This Agreement shall be open to accession by any other government on terms, related to the effective application of rights and obligations under this Agreement, to be agreed between that government and the Parties, by the deposit with the Director-General to the CONTRACTING PARTIES to the GATT of an instrument of accession which states the terms so agreed.

(e) In regard to acceptance, the provisions of Article XXVI:5(a) and (b) of the General Agreement would be applicable.

2. Reservations

Reservations may not be entered in respect of any of the provisions of this Agreement.

3. Entry into force

This Agreement shall enter into force on 1 January 1981 for the governments[4] which have accepted or acceded to it by that date. For each other government, it shall enter into force on the thirtieth day following the date of its acceptance or accession to this Agreement.

4. National legislation

(a) Each government accepting or acceding to this Agreement shall ensure, not later than the date of entry into force of this Agreement for it, the conformity of its laws, regulations and administrative procedures, and the rules, procedures and practices applied by the entities contained in its list annexed hereto, with the provisions of this Agreement.

[4] For the purpose of this Agreement, the term "government" is deemed to include the competent authorities of the European Economic Community.

(b) Each Party shall inform the Committee of any changes in its laws and regulations relevant to this Agreement and in the administration of such laws and regulations.

5. Rectifications or modifications

(a) Rectifications of a purely formal nature and minor amendments relating to Annexes I-IV to this Agreement shall be notified to the Committee and shall become effective provided there is no objection within thirty days to such rectifications or amendments.

(b) Any modifications to lists of entities other than those referred to in sub-paragraph (a) may be made only in exceptional circumstances. In such cases, a Party proposing to modify its list of entities shall notify the Chairman of the Committee who shall promptly convene a meeting of the Committee. The Parties shall consider the proposed modification and consequent compensatory adjustments, with a view to maintaining a comparable level of mutually agreed coverage provided in this Agreement prior to such modification. In the event of agreement not being reached on any modification taken or proposed, the matter may be pursued in accordance with the provisions contained in Article VII of this Agreement, taking into account the need to maintain the balance of rights and obligations at the highest possible level.

6. Reviews and negotiations

(a) The Committee shall review annually the implementation and operation of this Agreement taking into account the objectives thereof. The Committee shall annually inform the CONTRACTING PARTIES to the GATT of developments during the periods covered by such reviews.

(b) Not later than the end of the third year from the entry into force of this Agreement and periodically thereafter, the Parties thereto shall undertake further negotiations, with a view to broadening and improving this Agreement on the basis of mutual reciprocity, having regard to the provisions of Article III relating to developing countries. In this connexion, the Committee shall, at an early stage, explore the possibilities of expanding the coverage of this Agreement to include service contracts.

7. Amendments

The Parties may amend this Agreement having regard, inter alia, to the experience gained in its implementation. Such an amendment, once the Parties have concurred in accordance with the procedures established by the Committee, shall not come into force for any Party until it has been accepted by such Party.

8. Withdrawal

Any Party may withdraw from this Agreement. The withdrawal shall take effect upon the expiration of sixty days from the day on which written notice of withdrawal is received by the Director-General to the CONTRACTING PARTIES to the GATT. Any Party may upon such notification request an immediate meeting of the Committee.

9. Non-application of this Agreement between particular Parties

This Agreement shall not apply as between any two Parties if either of the Parties, at the time either accepts or accedes to this Agreement, does not consent to such application.

10. Notes and Annexes

The notes and annexes to this Agreement constitute an integral part thereof.

11. Secretariat

This Agreement shall be serviced by the GATT secretariat.

12. Deposit

This Agreement shall be deposited with the Director-General to the CONTRACTING PARTIES to the GATT, who shall promptly furnish to each Party and each contracting party to the GATT a certified copy thereof, of each rectification or modification thereto pursuant to paragraph 5 and of each amendment thereto pursuant to paragraph 7, and a notification of each acceptance thereof or accession thereto pursuant to paragraph 1 and of each withdrawal therefrom pursuant to paragraph 8, of this Article.

13. Registration

This Agreement shall be registered in accordance with the provisions of Article 102 of the Charter of the United Nations. [1]

Done at Geneva this twelfth day of April nineteen hundred and seventy-nine in a single copy, in the English, French and Spanish languages, each text being authentic, except as otherwise specified with respect to the lists of entities annexed hereto.

[1] TS 993; 59 Stat. 1053; 3 Bevans 1176. [Footnote added by the Department of State.]

NOTES

Article I, paragraph 1

Having regard to general policy considerations relating to tied aid, including the objective of developing countries with respect to the untying of such aid, this Agreement does not apply to procurement made in furtherance of tied aid to developing countries so long as it is practised by Parties.

Article V, paragraph 14(h)

Having regard to the general policy considerations of developing countries in relation to government procurement, it is noted that under the provisions of paragraph 14(h) of Article V, developing countries may require incorporation of domestic content, offset procurement, or transfer of technology as criteria for award of contracts. It is noted that suppliers from one Party shall not be favoured over suppliers from any other Party.

ANNEX I [1]

LISTS OF ENTITIES REFERRED TO IN ARTICLE I, PARAGRAPH 1(c)

Austria
Canada
European Economic Community - Part I
Belgium
Denmark
France
Germany, Federal Republic of
Ireland
Italy
Luxembourg
Netherlands
United Kingdom
European Economic Community - Part II
Finland
Hong Kong
India
Jamaica
Japan
Republic of Korea
Nigeria
Norway
Singapore
Sweden
Switzerland
United States

[1] Only the list for the United States is printed herein. The lists for other countries and in other languages can be found in the United Nations Treaty Series. See 1235 UNTS 258.

UNITED STATES

This List is authentic in the English language

The following entities are included in the coverage of this Agreement by the United States:

1. Department of Agriculture (This Agreement does not apply to procurement of agricultural products made in furtherance of agricultural support programmes or human feeding programmes)
2. Department of Commerce
3. Department of Health, Education and Welfare
4. Department of Housing and Urban Development
5. Department of the Interior (excluding the Bureau of Reclamation)
6. Department of Justice
7. Department of Labour
8. Department of State
9. Department of the Treasury
10. General Services Administration (Purchases by the Automated Data and Telecommunications Service are not included; purchases by the National Tool Centre are not included; purchases by the Regional 9 Office of San Francisco, California are not included)
11. National Aeronautics and Space Administration
12. Veterans Administration
13. Environmental Protection Agency
14. United States International Communication Agency
15. National Science Foundation
16. Panama Canal Company and Canal Zone Government
17. Executive Office of the President
18. Farm Credit Administration
19. National Credit Union Administration
20. Merit Systems Protection Board
21. ACTION
22. United States Arms Control and Disarmament Agency
23. Civil Aeronautics Board
24. Federal Home Loan Bank Board
25. National Labour Relations Board
26. National Mediation Board
27. Railroad Retirement Board

28. American Battle Monuments Commission
29. Federal Communications Commission
30. Federal Trade Commission
31. Indian Claims Commission
32. Inter-State Commerce Commission
33. Securities and Exchange Commission
34. Office of Personnel Management
35. United States International Trade Commission
36. Export-Import Bank of the United States
37. Federal Mediation and Conciliation Service
38. Selective Service System
39. Smithsonian Institution
40. Federal Deposit Insurance Corporation
41. Consumer Product Safety Commission
42. Equal Employment Opportunity Commission
43. Federal Maritime Commission
44. National Transportation Safety Board
45. Nuclear Regulatory Commission
46. Overseas Private Investment Corporation
47. Renegotiation Board
48. Administrative Conference of the United States
49. Board for International Broadcasting
50. Commission on Civil Rights
51. Commodity Futures Trading Commission
52. Community Services Administration
53. Department of Defence (excluding Corps of Engineers)

This Agreement will not apply to the following purchases of the DOD:

(a) Federal Supply Classification (FSC) 83 - all elements of this classification other than pins, needles, sewing kits, flagstaffs, flagpoles, and flagstaff trucks;

(b) FSC 84 - all elements other than sub-class 8460 (luggage);

(c) FSC 89 - all elements other than sub-class 8975 (tobacco products);

(d) FSC 2310 - (buses only);

(e) Specialty metals, defined as steels melted in steel manufacturing facilities located in the United States or its possessions, where the maximum alloy content exceeds one or more of the following limits, must be used in products purchased by DOD: (1) manganese, 1.65 per cent; silicon, 0.60 per cent; or copper, 0.06 per cent; or which contains more than 0.25 per cent of any of the following elements: aluminium, chromium, cobalt, columbium, molybdenum, nickel, titanium, tungsten, or vanadium; (2) metal alloys consisting of nickel, iron-nickel and cobalt base alloys containing a total of other alloying metals (except iron) in excess of 10 per cent; (3) titanium and titanium alloys; or, (4) zirconium base alloys;

(f) FSC 19 and 20 - that part of these classifications defined as naval vessels or major components of the hull or superstructure thereof;

(g) FSC 51;

(h) Following FSC categories are not generally covered due to application of Article VIII, paragraph 1:
10, 12, 13, 14, 15, 16, 17, 19, 20, 28, 31, 58, 59, 95.
This Agreement will generally apply to purchases of the following FSC categories subject to United States Government determinations under the provisions of Article VIII, paragraph 1:

22. Railway Equipment
23. Motor Vehicles, Trailers, and Cycles (except buses in 2310)
24. Tractors
25. Vehicular Equipment Components
26. Tyres and Tubes
29. Engine Accessories

30. Mechanical Power Transmission Equipment
32. Woodworking Machinery and Equipment
34. Metalworking Machinery
35. Service and Trade Equipment
36. Special Industry Machinery
37. Agricultural Machinery and Equipment
38. Construction, Mining, Excavating, and Highway Maintenance Equipment
39. Materials Handling Equipment
40. Rope, Cable, Chain and Fittings
41. Refrigeration and Air Conditioning Equipment
42. Fire Fighting, Rescue and Safety Equipment
43. Pumps and Compressors
44. Furnace, Steam Plant, Drying Equipment and Nuclear Reactors
45. Plumbing, Heating and Sanitation Equipment
46. Water Purification and Sewage Treatment Equipment
47. Pipe, Tubing, Hose and Fittings
48. Valves
49. Maintenance and Repair Shop Equipment
52. Measuring Tools
53. Hardware and Abrasives
54. Prefabricated Structures and Scaffolding
55. Lumber, Millwork, Plywood and Veneer
56. Construction and Building Materials
61. Electric Wire, and Power and Distribution Equipment
62. Lighting Fixtures and Lamps
63. Alarm and Signal Systems
65. Medical, Dental, and Veterinary Equipment and Supplies
66. Instruments and Laboratory Equipment
67. Photographic Equipment
68. Chemicals and Chemical Products
69. Training Aids and Devices
70. General Purpose ADPE, Software, Supplies and Support Equipment

71. Furniture
72. Household and Commercial Furnishings and Appliances
73. Food Preparation and Serving Equipment
74. Office Machines, Visible Record Equipment and ADP Equipment
75. Office Supplies and Devices
76. Books, Maps and Other Publications
77. Musical Instruments, Phonographs, and Home Type Radios
78. Recreational and Athletic Equipment
79. Cleaning Equipment and Supplies
80. Brushes, Paints, Sealers and Adhesives
81. Containers, Packaging and Packing Supplies
85. Toiletries
87. Agricultural Supplies
88. Live Animals
91. Fuels, Lubricants, Oils and Waxes
93. Non-metallic Fabricated Materials
94. Non-metallic Crude Materials
96. Ores, Minerals and their Primary Products
99. Miscellaneous

General Notes

1. Notwithstanding the above, this Agreement will not apply to set asides on behalf of small and minority businesses.

2. Pursuant to Article I, paragraph 1(a), transportation is not included in services incidental to procurement contracts.

ANNEX II

PUBLICATIONS UTILIZED BY PARTIES FOR THE PUBLICATION OF NOTICES OF PROPOSED PURCHASES - ARTICLE V, PARAGRAPH 3

AUSTRIA

Amtsblatt zur Wiener Zeitung

CANADA

The Canada Gazette

EUROPEAN ECONOMIC COMMUNITY

Belgium	- Official Journal of the European Communities
	- Le Bulletin des Adjudications
	- Other publications in the specialized press
Denmark	- Official Journal of the European Communities
France	- Official Journal of the European Communities
	- Bulletin officiel des annonces des marchés publics
Germany, Federal Republic of	- Official Journal of the European Communities
Ireland	- Official Journal of the European Communities
	- Daily Press: "Irish Independant", "Irish Times", "Irish Press", "Cork Examiner"
Italy	- Official Journal of the European Communities
Luxembourg	- Official Journal of the European Communities
	- Daily Press
Netherlands	- Official Journal of the European Communities
United Kingdom	- Official Journal of the European Communities
	- The London Gazette

FINLAND

Virallinen Lehti (Official Gazette of Finland)

HONG KONG

Hong Kong Government Gazette

INDIA

Indian Trade Journal

JAPAN

Kanpō

KOREA, REPUBLIC OF

Daily English Newspapers (Korea Herald and Korea Times alternatively)

NIGERIA

Federal Government Gazette

NORWAY

Norsk Lysningsblad (Official Gazette of Norway)

SINGAPORE

Government Gazette

SWEDEN

Tidning för leveranser till Staten (bilaga till Post-och Inrikes Tidningar) (Gazette of Government Contracts (Supplement to the Official Gazette))

SWITZERLAND

Feuille officielle suisse du commerce

UNITED STATES

Commerce Business Daily

ANNEX III

PUBLICATIONS UTILIZED BY PARTIES FOR THE PUBLICATION ANNUALLY OF INFORMATION ON PERMANENT LISTS OF SUPPLIERS IN THE CASE OF SELECTIVE TENDERING PROCEDURES - ARTICLE V, PARAGRAPH 6

AUSTRIA

Amtsblatt zur Wiener Zeitung (at present, however, no such lists exist)

CANADA

The Canada Gazette

FINLAND

No list existing

HONG KONG

Hong Kong Government Gazette

INDIA

Indian Trade Journal where applicable

JAPAN

Kanpō

KOREA, REPUBLIC OF

Daily English Newspapers (Korea Herald and Korea Times, alternatively)

NORWAY

No list existing

SINGAPORE

CSD mainly open tendering

SWEDEN

No list existing

SWITZERLAND

Feuille officielle suisse du commerce

UNITED STATES

Commerce Business Daily

ANNEX IV

PUBLICATIONS UTILIZED BY PARTIES FOR THE PROMPT PUBLICATION OF LAWS, REGULATIONS, JUDICIAL DECISIONS, ADMINISTRATIVE RULINGS OF GENERAL APPLICATION AND ANY PROCEDURE REGARDING GOVERNMENT PROCUREMENT COVERED BY THIS AGREEMENT - ARTICLE VI, PARAGRAPH 1

AUSTRIA

- Oesterreichisches Bundesgesetzsblatt
- Amtsblatt zur Wiener Zeitung
- Jurisprudence - no official publication

CANADA

- The Canada Gazette
- Contracting
- The Federal Government: Your Client

EUROPEAN ECONOMIC COMMUNITY

Belgium

- Laws, royal regulations, ministerial regulations, ministerial circulars - Le Moniteur Belge
- Jurisprudence - Pasicrisie

Denmark

- Laws and regulations - Lovtidende
- Judicial decisions - Ugeskrift for Retsvaesen
- Administrative rulings and procedures - Ministerialtidende

France

- Legislation - Bulletin officiel
- Jurisprudence - Recueil des arrêts du Conseil d'Etat
- Revue des marchés publics

Germany, Federal Republic of

- Legislation and regulations - Bundesgesetzblatt
  - Herausgeber: Der Bundesminister der Justiz
    Verlag: Bundesanzeiger
    Bundesanzeiger
    Postfach 108006
    5000 Köln 1
- Judicial decisions:
  Entscheidungsammlungen des
  - Bundesverfassungsgerichts
  - Bundesgerichtshofs
  - Bundesverwaltungsgerichts
  - Bundesfinanzhofs sowie der Oberlandesgerichte

Ireland	- Legislation and regulations - Iris Oifigiuil (official Gazette of the Irish Government)
Italy	- Legislation - Gazetta Ufficiale - Jurisprudence - no official publication
Luxembourg	- Legislation - Memorial - Jurisprudence - Pasicrisie
Netherlands	- Legislation - Nederlandse Staatscourant and/or Staatsblad - Jurisprudence - no official publication
United Kingdom	- Legislation - no such legislation - Jurisprudence - Law Reports - Standard Contract conditions Document GC/Stores/1 obtainable from the Ministry of Defence. It should be noted that special conditions may apply to some contracts: details may be obtained from the department concerned.

FINLAND

Suomen Asetuskokoelma - Finlands Författningssamling
(The Collection of the Statutes of Finland)

HONG KONG

Hong Kong Government Gazette

INDIA

(a) "Gazette of India" in respect of procurement by Ministry of Railways;
(b) "Indian Trade Journal" in respect of procurement by Oil and Natural Gas Commission and the Director General of Supplies and Disposal.
(c) "Conditions of Contract" (a priced publication available with Controller of Publications, Delhi 110006), contains the laws, regulations, etc. in respect of purchases by the Director General of Supplies and Disposal. Any amendments hereto will be published in the Indian Trade Journal.

JAPAN

Kanpō and/or Hōreizensho

KOREA, REPUBLIC OF

Kwanpo (Official Gazette)

NIGERIA

Federal Government Gazette

NORWAY

Norsk Lovtidend (Norwegian Law Gazette)

SINGAPORE

Laws/Regulations and judicial decisions - Government Gazette

Administrative rulings - Ministry of Finance Circulars and Instruction Manual No. 3

SWEDEN

1. Svensk författningssamling, SFS (The Swedish Code of Statutes)
2. Riksrevisionsverkets tillämpningsanvisningar till upphandlingskungörelsen (Instructions to the Royal Proclamations on Government Procurement, issued by the National Audit Bureau)

SWITZERLAND

Recueil officiel des lois et ordonnances de la Confédération suisse (RO)
Arrêts du Tribunal fédéral suisse
Jurisprudence des autorités administratives de la Confédération

UNITED STATES

All U.S. laws, regulations, judicial decisions, administrative rulings and procedures regarding government procurement covered by this Agreement are codified in the Defense Acquisitions Regulation (DAR) and the Federal Procurement Regulations (FPR), both of which are published as a part of the United States Code of Federal Regulations (CFR). The DAR is published in Title 32 of CFR and the FPR is in Title 41, Chapter 1 (CFR). Copies may be purchased from the Government Printing Office. These regulations are also published in loose leaf versions which are available by subscription from the Government Printing Office. Changes are provided to subscribers as they are issued.

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For those who wish to consult original sources, the following published sources are provided:

Material	Publication Name
U.S. Laws	U.S. Statutes at Large
Decisions:	
- U.S. Supreme Court	U.S. Reports
- Circuit Court of Appeals	Federal Reporter - 2nd Series
- District Courts	Federal Supplement Reporter
- Court of Claims	Court of Claims Reports
Decisions:	
- Boards of Contract Appeals	Unofficial publication by Commerce Clearing House
Decisions:	
- Comptroller General of the U.S.	Those not officially published as decisions of the Comptroller General are published unofficially by Federal Publications, Inc.

I hereby certify that the foregoing text is a true copy of the Agreement on Government Procurement, done at Geneva on 12 April 1979, the original of which is deposited with the Director-General to the CONTRACTING PARTIES to the General Agreement on Tariffs and Trade.

O. LONG

Director General
Geneva

COLOMBIA

Aviation: Transport Services

Agreement amending the agreement of October 24, 1956, as amended.
Effected by exchange of notes
Signed at Bogota October 16 and 22, 1981 and April 21, 1982;
Entered into force April 21, 1982.

The Colombian Minister of Foreign Relations to the American Ambassador

Ministerio de Relaciones Exteriores

Bogotá D.E., octubre 16 de 1981

D.M.318.

Excelencia :

Como es de conocimiento de Vuestra Excelencia, en la reunión de consulta entre autoridades aeronáuticas de Colombia y de los Estados Unidos de América, que se llevó a cabo en la ciudad de Washington en el pasado mes de febrero del año en curso, como también en una reunión posterior de carácter informal celebrada en la misma ciudad entre las mismas autoridades el mes de septiembre último, se ha venido discutiendo la posibilidad de modificar el actual Cuadro de Rutas del Anexo II del Acuerdo sobre transporte aéreo vigente entre el Gobierno de la República de Colombia y el Gobierno de los Estados Unidos de América, suscrito en Bogotá el 24 de octubre de 1956, con el objeto de incluír en el mismo a la ciudad de Cartagena para las líneas aéreas designadas por el Gobierno de los Estados Unidos de América, en la ruta B-1.

Como al parecer sobre este asunto ya existe un acuerdo entre las Partes, en nombre de mi Gobierno y a solicitud del señor Jefe del Departamento Administrativo de la Aeronáutica Civil, me permito proponer al Gobierno de Vuestra Excelencia que el citado Cuadro de Rutas del Anexo II del Acuerdo Aéreo de 1956 sea modificado en el sentido de incluír la ciudad de Cartagena para las empresas aéreas designadas por el Gobierno de los Estados Unidos de América, en la ruta B-1.

A Su Excelencia
El Señor THOMAS D. BOYATT
Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América
LA CIUDAD

En consecuencia, si el Gobierno de los Estados Unidos de América está de acuerdo con lo anterior, tengo el honor de proponer que tanto la presente nota como la respuesta favorable de Vuestra Excelencia, se consideren como un acuerdo formal que protocoliza la enmienda al Cuadro de Rutas del Anexo II del Acuerdo Aéreo Bilateral de 1956, en la ruta B-1.

Aprovecho la oportunidad para reiterar a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración.

CARLOS LEMOS SIMMONDS
Ministro de Relaciones Exteriores

TRANSLATION

Ministry of Foreign Relations

Bogota, D.E., October 16, 1981

D.M. 318

Excellency:

As your Excellency knows, at the consultative meeting between aeronautics authorities from Colombia and the United States of America held at Washington in February 1981 and at a later informal meeting held in the same city between the same authorities in September 1981, discussion bore on the possibility of amending the existing Route Schedule in Annex II of the Air Transport Agreement in force between the Government of the Republic of Colombia and the Government of the United States of America signed at Bogota on October 24, 1956,[1] in order to include on Route B-1 the city of Cartagena for airlines designated by the Government of the United States.

Inasmuch as the parties have apparently already agreed on this matter, on behalf of my government and at the request of the Chief of the Civil Aeronautics Administrative Department, I wish to propose to Your Excellency's Government that the above-mentioned Route Schedule in Annex II of the 1956 Air Agreement be amended to include on Route B-1 the city of Cartagena for airlines designated by the Government of the United States of America.

Therefore, if the Government of the United States is in agreement with

His Excellency
Thomas D. Boyatt,
Ambassador Extraordinary and Plenipotentiary
of the United States of America,
Bogota, D.E.

[1] TIAS 5338, 6593; 14 UST 429; 19 UST 7501.

the foregoing, I have the honor to propose that both this note and a favorable response by your Excellency be considered as a formal agreement to amend Route B-1 on the Route Schedule in Annex II of the 1956 bilateral Air Agreement.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

Carlos Lemos Simmonds

Carlos Lemos Simmonds
Minister of Foreign Relations

The Colombian Minister of Foreign Relations to the American Ambassador

Ministerio de Relaciones Exteriores

DM. 326

Bogotá D.E., 22 de octubre de 1981

Excelencia :

A solicitud del señor Jefe del Departamento Administrativo de Aeronáutica Civil, tengo el honor de referirme a la nota número DM 318 que tuve oportunidad de dirigir a Vuestra Excelencia con fecha 16 del presente mes de octubre, con el fin de hacer la siguiente precisión :

Queda entendido que la modificación que propone el Gobierno de Colombia al Ilustrado Gobierno de los Estados Unidos de América se refiere a la inclusión de la ciudad de Cartagena para las empresas aéreas designadas por el Gobierno de los Estados Unidos de América en el Cuadro de Rutas del Anexo II del Acuerdo Aéreo entre los dos países, suscrito en Bogotá el 24 de octubre de 1956, tal como dicho Cuadro de Rutas del Anexo II del Acuerdo Aéreo bilateral de 1956 quedó enmendado mediante Canje de Notas firmado en Bogotá el día 23 de octubre de 1968, en lo referente concretamente a la ruta A.1 que dice : "De territorio de los Estados Unidos a Barranquilla, Bogotá y Cali, y más allá de Colombia, a puntos en el hemisferio occidental".

En consecuencia, si el Gobierno de los Estados Unidos de América está de acuerdo con lo anterior, tengo el honor de proponer que tanto la presente nota como la mía número 318 del 16 de octubre y la respuesta favorable de Vuestra Excelencia, se consideren como un acuerdo formal que protocoliza la enmienda al Cuadro de Rutas del Anexo II del Acuerdo bilateral de 1956, tal como quedó enmen-

A Su Excelencia
El Señor THOMAS D. BOYATT
Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América
LA CIUDAD

dado por el Canje de Notas firmado en Bogotá el 23 de octubre de 1968, en lo relativo específicamente a la ruta A.1.

Sin otro particular, aprovecho la oportunidad para reiterar a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración.

CARLOS LEMOS SIMMONDS
Ministro de Relaciones Exteriores

TRANSLATION

Minister of Foreign Relations

DM 326

Bogota D.E., October 22, 1981

Excellency:

At the request of the Chief of the Civil Aeronautics Administrative Department, I have the honor to refer to note DM 318 which I sent to Your Excellency on October 16, 1981, in order to make the following clarification:

It is understood that the amendment proposed by the Government of Colombia to the Government of the United States of America concerns inclusion of the city of Cartagena for airlines designated by the Government of the United States on the Route Schedule in Annex II of the Air Agreement between the two countries signed at Bogota on October 24, 1956, as the aforementioned Route Schedule in Annex II of the 1956 bilateral Air Agreement was amended by an exchange of notes signed at Bogota on October 23, 1968. The amendment specifically concerns Route A.1, which reads: "From United States territory to Barranquilla, Bogota, and Cali and beyond Colombia to points in the Western Hemisphere."

Therefore, if the Government of the United States of America is in agreement with the foregoing, I have the honor to propose that this note and my note No. 318 of October 16, 1981, together with a favorable response by Your Excellency be considered as a formal agreement to amend the Route Schedule in Annex II of the 1956 bilateral Agreement, as amended by an exchange of notes signed at Bogota on October 23, 1968, specifically as concerns Route A.1.

His Excellency
Thomas D. Boyatt,
Ambassador Extraordinary and Plenipotentiary
of the United States of America,
Bogota, D.E.

I avail myself of this opportunity to renew to your Excellency the assurances of my highest consideration.

Carlos Lemos Simmonds

Carlos Lemos Simmonds
Minister of Foreign Relations

The American Charge d'Affaires ad interim to the Colombian Minister of Foreign Relations

April 21, 1982

No. 295

Excellency:

I have the honor to refer to the agreement of October 24, 1956, as amended, between the United States of America and the Republic of Colombia relating to air transport services, and to Diplomatic Notes No. 318 and No. 326 of the Government of Colombia dated October 16 and October 22, 1981, respectively. In the aforementioned diplomatic notes you proposed that Route A.1 of Annex II of the Air Transport Agreement be amended to include the city of Cartagena for operations of airlines designated by the United States. Route A.1 as amended will read as follows:

A. An airline or airlines designated by the Government of the United States shall be entitled to operate air services on the route specified below, via intermediate points, in both directions and to make scheduled landings in Colombia at the points specified below:

1. From United States territory to Barranquilla, Bogota, Cali and Cartagena, and beyond Colombia to points in the Western Hemisphere.

You further proposed that your diplomatic notes and a favorable response by the Government of the United States of America be considered as a formal agreement to amend the air transport agreement of October 24, 1956, as amended. I have

the honor to accept your proposal on behalf of the Government of the United States, and to affirm the understanding of my Government that this Note, together with your Notes dated October 16 and 22, 1981, constitute an agreement amending the Air Transport Agreement of October 24, 1956, as amended, in the form described herein.

Accept, Excellency, the renewed assurances of my highest consideration.

[1]

His Excellency

Doctor Carlos Lemos Simmonds,

Minister of Foreign Relations,

Bogotá.

[1] Alexander F. Watson.

PEOPLE'S REPUBLIC OF CHINA

Aviation: Transport Services

Protocol amending the agreement of September 17, 1980.
Signed at Beijing August 19, 1982;
Entered into force August 19, 1982.

PROTOCOL TO AMEND THE AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA RELATING TO CIVIL AIR TRANSPORT

The Government of the United States of America and The Government of the People's Republic of China, subsequent to the consultations held in Beijing August 9-14th 1982 between their respective civil aviation delegations, have agreed to amend their Civil Air Transport Agreement and its side letters[1] (hereinafter referred to as "the Agreement") as follows:

[1] TIAS 10326; 33 UST 4577. [Footnote added by the Department of State.]

I. SECOND ROUTE

ANNEX I, Section II relating to the "Second Route" shall be replaced by the following:

A. For the United States of America

The second airline designated by the United States of America shall be entitled to operate the agreed services on the following route in both directions:

Chicago, San Francisco, Los Angeles, Seattle or Honolulu, Tokyo or another point in Japan, Shanghai, Guangzhou, Beijing*.

B. For the People's Republic of China

The second airline designated by the People's Republic of China shall be entitled to operate the agreed services on the following route in both directions:

Beijing*, Guangzhou, Shanghai, Tokyo or another point in Japan, Honolulu or Seattle, Los Angeles, San Francisco, Chicago. Anchorage may be utilized as a technical stop in both directions on this route.

C. The United States side expressed its desire to have the opportunity to operate combination services to Beijing by the second designated airline of the United States in the future when additional capacity is agreed to for the first route. The Chinese side indicated its readiness to consider the desire at that time.

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*Beijing is for operation of all-cargo service only, which may also include Guangzhou or Shanghai but not both, or Guangzhou and Shanghai but not Beijing. If the second designated airline of either Party desires to change the points subsequent to its initial selection, that airline shall furnish twelve (12) months' notice to the aeronautical authorities of the other Party. Such change shall be subject to the concurrence of that other Party.

II. TRAFFIC RIGHTS IN JAPAN/STOPOVER RIGHTS IN THE UNITED STATES

Pursuant to paragraphs (4) and (5) of the letters exchanged on September 8, 1980 between Mr. Lin Zheng and Mr. B. Boyd Hight relating to the utilization of full traffic rights at a point or points in Japan, both sides agreed to the following:

A. Prior to the operation of any of their Japan frequencies, the designated airlines of China shall be entitled to enjoy full stopover rights* at all United States points on the specified routes in respect of all frequencies of the agreed services.

B. If a Chinese designated airline commences operation through Tokyo, or a point service, the exercise of stopover rights by the said airline shall be discontinued and shall be subject to further consultations between the two Parties.

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*For the purpose of this Protocol, the term "stopover rights" means the right for the designated airlines of China to unload the traffic carried on the agreed services at one point in the territory of the other Party and thereafter load such traffic on the agreed services for carriage to another point in the said territory.

III. CAPACITY ARRANGEMENT

ANNEX V shall be amended to include section (4) as follows:

(4) The commencement of the agreed services on Route 2 shall be governed by the following understandings:

(A) Beginning January 27, 1983, the second designated airline of each Party shall be entitled to operate one all-cargo frequency per week. All unused all-cargo frequencies, as well as a "reserved frequency" per week for one year, may be accumulated. At any time after January 27, 1985, the second designated airline may, at its discretion, use each accumulated frequency. However, only the "reserved frequencies" may be used as combination frequencies.

(B) Beginning January 27, 1984, the second designated airline of each Party shall be entitled to operate two frequencies per week on Route 2. Each frequency may be either all-cargo or combination at the airline's discretion. All unused frequencies may be accumulated.

(C) Beginning January 27, 1985, the second designated airline of each Party shall be entitled to operate frequencies as described in paragraph (B), and may also, at its discretion, use any accumulated frequencies. However, for the year of 1985, no more than three combination frequencies per week shall be operated.

IV. ENTRY INTO FORCE

This Protocol shall enter into force on the date of its signature.

DONE in Beijing on August 19, 1982, in duplicate in the English and Chinese languages, both texts being equally authentic.

For the Government of The United States of America

[1]

For the Government of The People's Republic of China

[2]

[1] Matthew V. Scocozza.
[2] Li Shu Fan.

关于修改《中华人民共和国政府和美利坚合众国政府民用航空运输协定》的议定书

中华人民共和国政府和美利坚合众国政府，在其民用航空代表团于一九八二年八月九日至十四日在北京进行协商后，同意对两国政府民用航空运输协定及其换文（以下称为"协定"），作如下修改：

一、第二条航线

附件一第二节"第二条航线"以下列规定取代：

（一） 中华人民共和国方面

中华人民共和国指定的第二家空运企业有权在下列航线上经营往返协议航班：

北京*—广州—上海—东京或日本境内的另一地点—檀香山或西雅图—洛杉矶—旧金山—芝加哥。

安克雷季可用作往返此航线的技术经停地点。

（二） 美利坚合众国方面

美利坚合众国指定的第二家空运企业有权在下列航线上经营往返协议航班：

芝加哥—旧金山—洛杉矶—西雅图或檀香山—东京或日本坪内的另一地点—上海—广州—北京*。

（三） 美方表示，希望将来双方同意在第一条航线上增加运力的时候，美国第二家指定空运企业能有经营客货混合航班至北京的机会。中方表示届时愿予考虑。

二、日本业务权／美国坪内的中途分程权

根据林征和波依特·海特先生一九八〇年九月八日关于在日本坪内一点或多点使用充分业务权的换文第四和第五款的规定，双方协议如下：

（一） 中国指定空运企业在未经营经停日本的班次之前，其协议航班的所有班次在规定航线上美国坪内的所有地点均享有充分的中

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*北京仅供经营全货运航班使用。此类全货运航班亦可经停广州或上海，但不能经停两地；或经停广州和上海，但不能经停北京。任何一方指定的第二家空运企业如欲在其首次选定地点之后改变地点，应提前十二个月通知另一方航空当局。此种改变，应经另一方同意。

途分程权*。

（二） 如一家中国指定空运企业开始经营经停东京的航班或一个定点航班，则该空运企业不应继续实施中途分程权，这种权利的实施应经双方进一步协商。

三、运力安排

附件五应增加下列第四节：

"四、第二条航线上的协议航班应按以下谅解开始经营：

"（一） 自一九八三年一月二十七日起，每方第二家指定空运企业有权每周经营一班全货运航班。所有未使用的全货班班次以及一年内每周一次的'保留班次'，可予以积累。在一九八五年一月二十七日以后的任何时候，该空运企业可自行决定使用所积累的每一个班次。然而，只有'保留班次'才能用于飞行混合航班。

"（二） 自一九八四年一月二十七日起，每方第二家指定空运企业有权在第二条航线上每周经营两个班次。每一班次可用于飞行全货班或混合航班，航班类别由该空运企业自行决定。所有未使用的班

*在本议定书中，"中途分程权"指中国指定空运企业将协议航班载运的业务在对方坪内的一个地点卸下，然后装上协议航班运送至上述坪内另一地点的权利。

次可予积累。

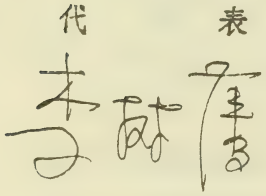
"（三） 自一九八五年一月二十七日起，每方第二家指定空运企业有权按以上第（二）点所述经营班次，并可自行决定使用所积累的任何班次。然而，在一九八五年内，每周至多经营三次混合航班。"

四、生 效

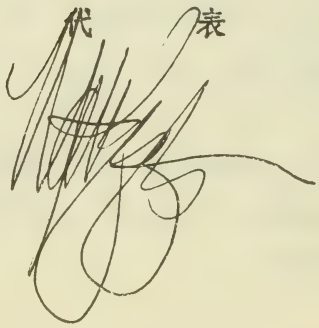
本议定书自签字之日起生效。

本议定书于一九八二年八月十九日在北京签订，共两份，每份都用中文和英文写成，两种文本具有同等效力。

中华人民共和国政府
代 表



美利坚合众国政府
代 表



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